

L3 Technologies, Inc. GENERAL TERMS AND CONDITIONS

For Supply & Services Subcontracts

This document, together with the attachments appended hereto constitutes the Terms and Conditions for the Agreement between the parties, and acceptance is strictly limited to the terms and conditions contained herein. Additional or differing terms, conditions or limitations of liability proposed by SELLER, whether in a quote, acceptance, or delivery document shall have no effect unless accepted in writing by BUYER. In particular, any limitation of liability or disclaimer of warranty is expressly rejected. Agreement by SELLER to furnish the Goods or Services to these terms and conditions, or SELLER's commencement of such performance or acceptance of payment shall constitute acceptance by SELLER of these Terms and Conditions.

1. Definitions

Words, as employed in this Agreement, shall have their normally accepted meanings. The following terms shall have the described meaning:

(a) "Agreement" shall mean the Purchase Order, Subcontract, or Contract, these General Terms and Conditions, and any special conditions appended hereto or documents incorporated herein.

(b) "Authorized Distributor" shall mean a Distributor distributing product within the terms of an Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM) contractual agreement. Contractual Agreement terms include, but are not limited to, distribution region, distribution products or lines, and warranty flow down from the OCM/OEM. Under this distribution, the distributor would be known as an Authorized Distributor. The term Franchised Distributor is considered synonymous with Authorized Distributor.

(c) "Authorized Source" shall mean Original Component Manufacturers (OCM), Original Equipment Manufacturer (OEM), Authorized Distributor (AD), Authorized Aftermarket Manufacturer, and Suppliers, approved by the Organization, that obtain parts exclusively from an OCM, OEM, AD, or Authorized Aftermarket Manufacturer.

(d) "Authorized Aftermarket Manufacturer" shall mean an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas and/or specifications.

(e) "Authorized Reseller" purchases parts and materials exclusively from the OCM, OEM, or their Authorized Distributors (ADs) and then sells the products to the end user. Chain of custody is maintained throughout the process. "Resellers" apply to certain Commercial Off-The-Shelf (COTS) assemblies and commodities such as Information Technology (IT) equipment, hardware, fasteners, and raw materials.

(f) "BUYER" or "L3" shall mean L3 Technologies, Inc. and its affiliates in this Agreement.

(g) "Contract Manufacturer" shall mean an organization that produces goods under the label or brand of another organization. This includes building assemblies to the brand organization supplied Bills of Material (BOM) and assembly drawings.

(h) "Counterfeit Part" shall mean (1) An unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the manufacturer. (2) Or a previously used Electrical, Electronic, and Electromechanical (EEE) Part which has been modified and is knowingly misrepresented as new without disclosure to the customer that it has been previously used. NOTE: (1) Examples of a counterfeit part can include, but are not limited

to; the false identification of grade, serial number, date code or performance characteristics. NOTE 2: This definition shall be read so as not to conflict with the definition for "counterfeit electronic part" cited in the Defense Acquisition Regulation Supplement (DFARS) 252.246-7007, where that definition shall govern to the extent that clause applies.

(i) "Electrical, Electronic, and Electromechanical (EEE) Parts" are components designed and built to perform specific functions using electricity, and are not subject to disassembly without destruction or impairment of design use. Examples of electrical parts include resistors, capacitors, inductors, transformers, and connectors. Electronic parts include active devices, such as monolithic microcircuits, hybrid microcircuits, diodes, and transistors. Electromechanical parts are devices that have electrical inputs with mechanical outputs, or mechanical inputs with electrical outputs, or combinations of each. Examples of electromechanical parts are motors, synchros, servos, and relays. Although some of these electromechanical parts may be properly thought of as assemblies, for the purposes of this policy these are considered to be parts.

(j) "Goods" shall mean those Goods identified in this Agreement, which may be changed, from time to time by the mutual written agreement of the parties.

(k) "Independent Distributor (Broker)" shall mean a Distributor that purchases parts with the intention to resell them back into the market. Purchased parts may be obtained from OCMs/OEMs or Contract Manufacturers (typically from excess inventories), or from other independent distributors. Re-sale of the purchased parts (re-distribution) may be to OCMs/OEMs, Contract Manufacturers, or other independent distributors. Independent Distributors do not have contractual agreements with the OCMs/OEMs.

(l) Original Component Manufacturer (OCM): An entity that designs and/or engineers a part and is pursuing or has obtained the intellectual property rights to that part. NOTE 1: The part and/or its packaging are typically identified with the OCM's trademark. NOTE 2: OCMs may contract out manufacturing and/or distribution of their product. NOTE 3: Different OCMs may supply product for the same application or to a common specification.

(m) Original Equipment Manufacturer (OEM): A company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

(n) "SELLER" shall mean the party identified as the SELLER in this Agreement, which may be identified as a subcontractor, supplier, vendor, etc.

(o) "Services" shall mean those Services identified in this Agreement, which may be changed, from time to time by the mutual written agreement of the parties.

(p) "Subcontractors" shall mean a third party that delivers in accordance with a specification or a Statement of

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Work to include some or all of the following: design, development, assembly, test, services, and production. Deliverables may include software, hardware, and/or services.

2. Price

The prices established by this Agreement are firm fixed prices unless otherwise stated in the Agreement. SELLER warrants that any unit prices charged herein do not exceed the unit prices charged by SELLER to other customers in substantially similar transactions.

3. Schedule and Delivery; Notice of Delay

SELLER shall strictly adhere to all Agreement schedules. **Time is and shall remain of the essence in the performance of this Agreement.** SELLER shall notify BUYER in writing immediately of any actual or potential delay to the performance of this Agreement. Such notice shall include a revised schedule and shall not constitute a waiver to BUYER's rights and remedies hereunder.

4. New Materials; Packaging, Shipping, Markings

(a) All goods to be delivered hereunder shall consist of new materials;

(b) SELLER shall prepare and package the goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under this Agreement, unless otherwise specified in the Agreement. Wooden packaging from SELLER must conform to International Standards for Phytosanitary Measures (ISPM 15) regarding the Regulation of Wood Packaging Material in International Trade (2009), as amended.

(c) Unless otherwise stated in the Agreement, F.O.B. point shall be Destination (Incoterms 2010 DAP [name U.S. L3 location or U.S. Port] for International transactions);

(d) All suppliers shall purchase parts, materials, chemicals, and assemblies directly from authorized sources (reference subparagraphs 1 and 2 for further requirement resolution). Only new and authentic materials are to be supplied or used in products delivered to BUYER. No counterfeit or suspect counterfeit parts are to be delivered or contained within delivered product.

(1) EEE parts Authorized Distributors (ADs) shall only purchase product directly from the OCM. Parts shall not be purchased from other Authorized Distributors (ADs) or Independent Distributors (IDs) without written consent from BUYER. Procurement practices and documentation shall enable traceability back to the applicable OCM for each purchase transaction.

(2) Contract Manufacturers (CMs), Maintenance Repair and Overhaul (MRO) services, and Resellers shall only purchase parts, materials, and assemblies from the OCM, OEM, or their ADs. Independent Distributors (IDs) shall not be used without written consent from BUYER. Procurement practices and documentation shall enable traceability back to the applicable OCM/OEM or AD for each purchase transaction.

(e) Every article of foreign origin shall be marked in a conspicuous place as legible, indelibly, and permanently as the nature of the article will permit in such manner as to indicate to the ultimate purchaser the English name of the country or origin of the article.

(f) For any shipments to be imported by the BUYER:

(1) SELLER shall provide to BUYER'S Procurement Representative, in writing, five business days advance notification of shipments. Such notification shall include submission of a copy of the Commercial invoice and packing list required by this provision and such other information as BUYER may reasonably request.

(2) SELLER shall forward copies of its shipping documents and any applicable Certificates via email or facsimile, to BUYER so that BUYER may facilitate Customs clearance. These documents shall include:

(i) Commercial Shipping Invoice

(ii) Any applicable Free Trade Agreement or Special Trade Program Certifications/Statements, examples include NAFTA and IFTA certificates of origin.

(iii) If using Ocean Transport: Ocean ISF details according to Customs Publication, dated August 2009 – Importer Security Filing and Additional Carrier Requirements (10+2)

(g) For articles returned to BUYER after repair, SELLER shall

(1) Include a Foreign Repairer Certificate attesting to the work performed abroad in accordance with 19 CFR § 10.8.

(2) Reference any return instructions as provided by BUYER.

(3) Include a commercial invoice stating the reason for RETURN. Products being returned to BUYER after repair must include the hardware value from the original sale of the item. Example: "Original hardware for Customs purposes only: ___"

(4) Include the cost of the repair as a separate line item on the commercial invoice.

(5) For repair work done under warranty, the SELLER is required to include the estimated cost of repair.

(h) For articles being returned with a Department of State license, SELLER is required to indicate the license number on the commercial invoice.

(i) For articles being returned under any ITAR exemption, SELLER is required to include the exemption citation on the commercial invoice.

(j) SELLER is required to site 48 CFR 252.225 -7013 (e)(2) (iv.) (A) For any Duty Free Entries against a US Prime Contract.

5. Quality

(a) BUYER's final acceptance of Goods or Services is subject to BUYER's inspection within sixty (60) days after receipt at BUYER's facility or such other place as may be designated by BUYER, notwithstanding any payment or prior test or inspection.

(b) SELLER and its suppliers shall establish and maintain a quality management and counterfeit parts program consistent with current industry standards (e.g., ISO9001, AS9100, AS9115, AS9120, AS5553, AS6496, AS6174, etc.). Subject to applicable national security regulations, BUYER and BUYER's Customer shall have the right of access, on a non-interference basis, to any area of SELLER's or SELLER's supply chain sub-tier premises where any part of the work is being performed. SELLER shall flow this requirement down to its sub tier supply chain suppliers as a condition of this Agreement. SELLER shall, without additional costs to BUYER, provide all

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reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the BUYER and the BUYER's representatives in the performance of their duties.

(c) SELLER shall keep and maintain inspection, test, and related records, which shall be available to BUYER or BUYER's representative. SELLER shall allow copies to be made and shall furnish all information required by the BUYER or BUYER's Customer.

6. Rejection

If SELLER delivers non-conforming Goods or Services, BUYER may, at its option and SELLER's expense: (i) return the Goods for refund or credit; (ii) require SELLER to promptly correct or replace the Goods or Services; (iii) correct the nonconformance; or, (iv) obtain conforming Goods or Services from another source. BUYER shall specify the reason for any return or rejection of nonconforming Goods or Services and/or shall describe the action taken. SELLER shall be liable for any increase in costs, including procurement costs attributable to BUYER's rejection of the non-conforming Goods or Services. If BUYER determines or has reason to believe that Goods provided contain suspect and/or counterfeit parts, BUYER shall provide SELLER the appropriate notice, and impound and report the suspect/counterfeit parts per industry standards.

7. Payment, Taxes, and Duties

(a) Unless otherwise provided, terms of payment shall be net forty-five (45) days from actual delivery of Goods or Services and BUYER's receipt of SELLER's proper invoice (as defined in the Agreement).

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by BUYER or SELLER not to have been properly payable, to include overpayments. SELLER shall promptly notify BUYER of any such overpayments found by SELLER.

(c) BUYER shall have a right to recoup or setoff against payments due or at issue under this Agreement or any other subcontract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing BUYER's payment or electronic funds transfer.

(e) Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes, impositions, charges or exactions for which BUYER has furnished a valid exemption certificate or other evidence of exemption.

(f) Payment will be in United States dollars unless otherwise agreed to by specific reference in this Agreement.

8. Changes

(a) By written order, BUYER may from time to time direct changes for: (i) technical requirements; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities, delivery schedules or both; (v) amount of BUYER-furnished property; (vi) time of performance; (vii) place of performance; and, (viii) terms and conditions of this Agreement required to meet BUYER's obligations under BUYER's Government prime contract or subcontract.

(b) If any such change causes an increase or decrease in the price or in the time required for its performance, SELLER shall promptly notify BUYER thereof and assert its claim for equitable adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse SELLER from proceeding immediately with the directed change(s). Changes shall not be binding upon BUYER except when specifically confirmed in a written subcontract or change order. Only the BUYER Procurement Representative has authority on behalf of BUYER to make changes to this Agreement.

9. Force Majeure

The following events, and only the following events, shall constitute force majeure under this Agreement: (a) acts of God or of a public enemy; (b) acts of Government; (c) fires; (d) floods; (e) epidemics; (f) quarantine restrictions; (g) strikes; (h) freight embargoes; and, (i) unusually severe weather. In each case, the failure to perform must be entirely beyond the control and without the fault or negligence of the SELLER. Each party shall give the other immediate notice of any event that such party claims is a *Force Majeure* condition that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party's notice under this Section shall include the party's good faith estimate of the likely duration of the *Force Majeure* condition.

10. Termination for Convenience

(a) BUYER may, in its sole discretion and by notice in writing, direct SELLER to terminate work under this Agreement in whole or in part, at any time, and such termination shall not constitute default. In such event, BUYER shall have all rights and obligations accruing to it either at law or in equity, including BUYER's rights to title and possession of the goods and materials paid for. BUYER may take immediate possession of all work so performed upon notice of termination.

(b) SELLER shall immediately stop work and limit costs incurred on the terminated work.

(c) Upon termination for convenience, BUYER, after deducting any amount(s) previously paid, shall reimburse SELLER for the actual, reasonable, substantiated, and allowable costs with the total amount to be paid by the BUYER, being determined by BUYER, and not to exceed the value of the Agreement.

11. Termination for Default

(a) BUYER may, by written Notice of Default to SELLER, terminate this Agreement in whole or in part if the SELLER fails to: (i) deliver the Goods or to perform the Services within the time specified in this Agreement or any extension; (ii) make progress, so as to endanger performance of this Agreement; or, (iii) perform any of the other provisions of this Agreement.

(b) BUYER may require SELLER to transfer title and deliver to BUYER, in the manner and to the extent directed by BUYER, any partially completed Goods and raw material, parts, tools, dies, jigs, fixtures, plans, drawings, Services, information and contract rights (Materials) as SELLER has produced or acquired for the performance of this Agreement, including the assignment to BUYER of SELLER's subcontracts. SELLER further agrees to protect and preserve property in the possession of SELLER in which BUYER has an interest. Payment for completed Goods delivered to and accepted by

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BUYER shall be at the Agreement price. Payment for unfinished Goods or Services, which have been delivered to and accepted by BUYER and for the protection and preservation of property, shall be at a price determined in the same manner as provided in section 10, hereof, except that SELLER shall not be entitled to profit. BUYER may withhold from SELLER monies otherwise due SELLER for completed Goods and/or Materials in such amounts as BUYER determines necessary to protect BUYER against loss due to outstanding liens or claims against said Goods and Materials.

(c) SELLER shall promptly notify BUYER if SELLER is the subject of any petition in bankruptcy. In the event of SELLER's bankruptcy, BUYER may require SELLER to post such financial assurance, as BUYER, in its sole discretion, deems necessary. Failure to post such financial assurance upon ten (10) days written notice shall constitute a default under this Agreement. The rights and remedies of BUYER in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

(d) If SELLER is terminated for default pursuant to this clause, SELLER is liable to the BUYER for any excess repurchase costs incurred in acquiring goods and/or services similar to those terminated for default, and for any other damages, whether or not repurchase is effected.

12. Compliance with Law

(a)(1) The provisions of this Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its conflict of law provisions, except that any provision in this Agreement that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in State of New York and the Parties hereby consent to such jurisdiction and venue.

(2) SELLER, at its expense, shall provide reasonable cooperation to BUYER in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Agreement.

(b)(1) SELLER, in the performance of this Agreement, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, ordinances, guidelines, directives, FAA, DOT and other transportation regulations and Hazard Communication Standards promulgated pursuant to the Occupational Health and Safety Act. SELLER shall procure all licenses/permits, pay all fees, and other required charges. NOTE: Export licenses, unless otherwise specified in the Agreement, will be obtained by BUYER.

(2) If: (i) BUYER's contract price or fee is reduced; (ii) BUYER's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on BUYER; or (iv) BUYER incurs any other costs or damages; as a result of any violation of

applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, BUYER may proceed as provided for in (3) below.

(3) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraph (2) above, BUYER may make a reduction of corresponding amounts (in whole or in part) in the price of this Agreement or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. In the case of withholding(s), BUYER may withhold the same amount from SELLER under this Agreement.

(c) SELLER represents that each chemical substance constituting or contained in products sold or otherwise transferred to BUYER hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

(d) Export Control and Compliance

If this order involves the delivery of products, software, software documentation, technical data, or computer services (which includes design, assembly, testing, repair, maintenance, or modification of BUYER products or technologies) subject to United States export control laws and regulations, SELLER shall comply with all applicable U.S. export and re-export control laws and regulations and any local government export regulations. Within 30 days of contract award or prior to receipt by BUYER, SELLER shall also provide BUYER with all applicable trade control classification information (e.g. ECCNs, USML codes, HTS codes, Schedule B codes) for the commodities supplied to BUYER.

(1) ITAR Control and Compliance – Companies engaged in manufacturing, exporting, or modification of Defense Articles or furnishing Defense Services (whether or not the Defense Articles or Services are intended for export) are required to register with the Department of State, Directorate of Defense Trade Controls ("DDTC") in accordance with ITAR 22 C.F.R 122. If so engaged, SELLER, by its offer and/or acceptance of this order, represents that it is registered with the DDTC. Proof of such registration will be promptly provided to BUYER upon request.

(2) Non-U.S. Companies – Non-U.S. companies shall be registered as required under its local government export regulations and shall also provide the applicable trade control classification information for its commodities as indicated above. Canadian companies must be registered by the Canadian Federal or Provincial government authorities.

(3) SELLER shall maintain its registration throughout the complete period of performance of this order, including any warranty period, and shall immediately notify BUYER in the event that any such registration and/or other required authorization is revoked, expired, or invalidated for any reason.

(4) Where SELLER holds an export license or export agreement (e.g. TAA, MLA), SELLER shall provide prompt notification to the BUYER Procurement Representative in the event of changed circumstances including, but not limited to, changes in SELLER's ownership or address, ineligibility, a violation or potential violation of the ITAR or other export control regulation, and the initiation or

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existence of a U.S. Government investigation, that could affect the SELLER's performance under this Agreement.

(5) SELLER warrants that it is not (1) a person or entity whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control, U.S. Department of Treasury ("OFAC Listed Person") or (2) a department, agency, or instrumentality of, or otherwise controlled by or acting on behalf of any OFAC Listed Person or the government of a country subject to U.S. economic sanctions administered by OFAC. SELLER further warrants that it will immediately notify BUYER if it becomes subject to any of the foregoing lists or sanctions.

(6) If BUYER provides technical data required to perform this contract and such data is subject to the ITAR or EAR, SELLER shall comply with all export licenses and the following:

- a. The technical data shall be used only in performance of work required by this Contract;
- b. The data shall not be disclosed to any Non-U.S. Person, including SELLER's subcontractors within the same country, unless said person or company is expressly authorized in advance pursuant to an export license or export agreement. The restrictions on the disclosure of export-controlled data apply to both data furnished by BUYER and to any such data incorporated in documents generated by SELLER;
- c. Electronic transmission of such data by SELLER to BUYER or to third parties, where authorized, must be encrypted by BUYER;
- d. Any rights in the data may not be acquired by SELLER or any other Non-U.S. Person, except as subject to separate agreement with the BUYER;
- e. SELLER shall return, or at BUYER'S direction, destroy all of the technical data exported to SELLER pursuant to this Contract upon fulfillment of its terms; and
- f. SELLER shall include paragraphs (a) through (e) and this paragraph (f) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as work to BUYER.

(e) SELLER shall: (i) comply with the requirements of the Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, *et. seq.*) (as amended), regardless of whether SELLER is within the jurisdiction of the United States; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and, (iii) SELLER hereby agrees not to interact with any government official, political party or public international organization on behalf of BUYER without the prior written permission of the BUYER's Procurement Representative.

(f) SELLER's failure to comply with the entirety of this Article shall be immediate cause for default.

13. Standards of Business Ethics and Conduct

BUYER will conduct its business fairly, impartially, and in an ethical and proper manner. SELLER shall conduct its business fairly,

impartially, and in an ethical and proper manner and in doing so SELLER shall adhere to BUYER's published Code of Ethics, which is available at <https://www.l3t.com/suppliers/ethics-information>. SELLER shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived. If SELLER has cause to believe that BUYER or any employee or agent of BUYER has behaved improperly or unethically under this Agreement, SELLER is encouraged to exert reasonable effort to report such behavior when warranted.

14. Intellectual Property (see *Alternate I below for International application*)

(a) Unless otherwise expressly set forth in the agreement or subsequent writing, any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made or conceived by SELLER in the performance of this Agreement or which is derived from the use of information supplied by BUYER shall be the exclusive property of the BUYER. SELLER shall disclose promptly all such works, writings, ideas, discoveries, improvements, inventions, trade secrets or intellectual property to BUYER, and shall execute all necessary documents to perfect BUYER's title thereto and to obtain and maintain effective protection thereof. Unless otherwise expressly set forth in the Agreement or subsequent writing, any work produced under this Agreement is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of, the BUYER. SELLER shall ensure that BUYER's customer receives appropriate license rights in works, inventions, and other intellectual property in accordance with the relevant clauses flowed down to SELLER.

(b) SELLER hereby grants to BUYER, and to BUYER's subcontractors and customers, in connection with the use, offer for sale, or sale of products provided to or work being performed for BUYER, an irrevocable, non-exclusive, paid-up worldwide license under any and all intellectual property (whether domestic or foreign), including patents, copyrights, industrial designs and/or mask works owned or controlled by SELLER at any time or licensed to SELLER, provided such a sublicense does not conflict with any provisions of the license to the SELLER.

(c) SELLER hereby grants to BUYER, and to BUYER's subcontractors and customers, a perpetual, non-exclusive, paid-up worldwide license to reproduce, distribute copies of, perform publicly, display publicly, or make derivative works from any software included in or provided with Goods or Services under this Agreement (Software Documentation) as reasonably required by BUYER in connection with BUYER's testing or use of the Good or Service.

[Alternate I - for International application]

Intellectual Property

(a) Background (Preexisting) Intellectual Property. SELLER grants to BUYER, and to BUYER's subcontractors, suppliers, and customers in connection with goods or work being performed by BUYER, an irrevocable, nonexclusive, paid-up, worldwide license under any information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) owned or controlled by SELLER at any time before or during the term of this contract, but only to the extent that the absence of such would otherwise interfere with BUYER's or BUYER's subcontractors', suppliers', or customers; use

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or enjoyment of goods or the work product or foreground inventions belonging to BUYER under this Agreement.

(b) Foreground Intellectual Property. Unless otherwise expressly set forth in the Agreement or subsequent writing, all information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) conceived, developed, or first reduced to practice by, for, or with SELLER in the course of any work that is performed under this Agreement and any patents resulting from such inventions (both domestic and foreign) shall be the property of BUYER. SELLER will (i) promptly disclose all such inventions to BUYER in written detail and (ii) execute all papers, cooperate with BUYER, and perform all acts necessary and appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications on behalf of BUYER. SELLER shall ensure that BUYER's customer receives appropriate license rights in works, inventions, and other intellectual property in accordance with the relevant clauses flowed down to SELLER.

(c) Preexisting Works of Authorship and Copyright. Unless superseded by an attached SELLER Software License Agreement agreed to in writing by both BUYER and SELLER, SELLER grants to BUYER, and to BUYER's subcontractors, suppliers, and customers in connection with goods or work being performed by BUYER, a perpetual, irrevocable, nonexclusive, paid-up, worldwide license in SELLER's copyrights to reproduce, distribute copies of, perform publicly, display publicly, and make derivative works from software included in or provided with or for Goods (software) and related information and materials (software documentation) that is owned or controlled by SELLER at any time before or during the term of this Agreement, but only to the extent that such copyrights would otherwise interfere with BUYER's or BUYER's subcontractors', suppliers', or customers' use or enjoyment of Goods or the work products, inventions, or works of authorship belonging to BUYER and resulting from this Agreement.

(d) Foreground Works of Authorship and Copyrights. Unless otherwise expressly set forth in the Agreement or subsequent writing, all works of authorship (including, but not limited to, documents, data, drawings, software, software documentation, photographs, video tapes, sound recordings, and images) created by, for, or with SELLER in the course of any work performed under this Agreement, together with all copyrights subsisting therein, shall be the sole proprietary property of BUYER. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in BUYER. The copyrights in all other such works, including all of the exclusive rights therein, will be promptly transferred and formally assigned free of any additional charges to BUYER. SELLER shall ensure that BUYER's customer receives appropriate license rights in works of authorship in accordance with the relevant clauses flowed down to SELLER.

(e) BUYER Supplied Data. Any information supplied by the BUYER shall remain BUYER's property, shall not be photo-stated or otherwise duplicated without BUYER's written consent and shall be returned to BUYER upon completion of Agreement or upon demand.

15. Proprietary Information and Rights

(a) Subject to 15(d) and Article 14, Intellectual Property, the Parties shall only share Proprietary Information under this Agreement pursuant to an existing Proprietary Information Agreement (PIA) as incorporated into the Agreement;

(b) Unless otherwise agreed to in a subsequent writing or expressly set forth in this Agreement and subject to Article 15(d), all specifications, information, data, drawings, software, and other items supplied to BUYER shall be disclosed to BUYER without any restrictive rights on a non-proprietary basis;

(c) Unless otherwise agreed to in a subsequent writing or expressly set forth in this Agreement and subject to Article 15(d), all specifications, information, data, drawings, software, and other items which are: (i) supplied to SELLER by BUYER; or, (ii) paid for by BUYER and/or BUYER's customer during the performance of this Agreement shall be treated as proprietary to BUYER and shall not be disclosed to any third party without BUYER's express written consent. SELLER agrees not to use any such furnished information except to perform this Agreement; and,

(d) Applicable U.S. Government Procurement Regulations incorporated into this Agreement shall take precedence over any conflicting provision of this Article 15 to the extent that such Regulations so require. The incorporation by reference of such Regulations dealing with SELLER's rights in Technical Data, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which SELLER may have previously granted to BUYER pursuant to prior agreements between the parties.

16. Goods Warranty

(a) SELLER warrants the Goods delivered pursuant to this Agreement, unless specifically stated otherwise in this Agreement, shall (i) be new; (ii) be and only contain materials obtained directly from authorized sources; (iii) not be or contain Counterfeit Items; (iv) contain only authentic, unaltered labels and other markings; (v) have documentation that authenticates traceability to the applicable authorized source, that can be made available upon request; and (vi) be free from defects in workmanship, materials, and design and conform to all the specifications and requirements of this Agreement. These warranties shall survive inspection, test, final acceptance, and payment of Goods and Services;

(b) SELLER warrants that any hardware, software, and firmware Goods delivered under this Agreement to the extent reasonably possible: (i) do not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to (a) damage, destroy, or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; and (ii) do not contain any 3rd party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of BUYER or (b) may require distribution, copying or modification of any software free of charge;

(c) This warranty entitlement shall inure to the benefit of both BUYER and BUYER's customer and shall cover a period of 12 months following final acceptance; and,

(d) SELLER shall be liable for and save BUYER harmless from any loss, damage, or expense whatsoever that BUYER may suffer from the breach of any of these warranties. Remedies shall be at BUYER's election, including those specified in Article 6 herein.

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17. Services Warranty

Unless stated otherwise in the documents accompanying these terms and conditions, SELLER shall warrant all services against defects in performance for a period of one year following delivery. If this Agreement includes the provision of Services, SELLER warrants that it has and will maintain sufficient trained personnel to promptly and efficiently execute the Services contemplated under this Agreement. SELLER further warrants that the Services shall be performed to high professional standards reasonably expected of similar service providers in BUYER's geographic region.

18. International Transactions

When BUYER has identified an offset obligation directly related to the performance of this Agreement in its solicitation or in relation to any properly enacted modification, and SELLER's performance of this Agreement generates offset credits which BUYER could use to satisfy that identified offset obligation, then BUYER shall have the right to such SELLER offset credits. The BUYER shall have no rights to any other offset credits that may be generated by the SELLER in connection with this Agreement. The SELLER agrees to provide all reasonably necessary information in such form as may be required to enable BUYER to obtain the aforementioned offset credits.

19. Indemnification

(a) SELLER shall indemnify, hold harmless, and at BUYER's request, defend BUYER, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation: (i) the breach of any warranty contained herein; (ii) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (iii) SELLER failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iv) any claim based on the negligence, omissions or willful misconduct of SELLER or any of SELLER's agents, subcontractors, employees or anyone acting on behalf of SELLER; and, (v) any claim by a third party against BUYER alleging that the Goods or Services (including but not limited to software), the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. SELLER shall not settle any such suit or claim without BUYER's prior written approval. SELLER agrees to pay or reimburse all costs that may be incurred by BUYER in enforcing this indemnity, including attorneys' fees.

(b) Should BUYER's use, or use by its distributors, subcontractors or customers, of any Goods or Services purchased from SELLER be enjoined, be threatened by injunction, or be the subject of any legal proceeding, SELLER shall, at its sole cost and expense, either: (i) substitute fully equivalent non-infringing Goods or Services; (ii) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for BUYER, its distributors, subcontractors or customers the right to continue using the Goods or Services; or, (iv) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

(c) SELLER shall without limitation as to time, defend, indemnify and hold BUYER harmless from all liens which may be asserted against property covered hereunder, including without limitation mechanic's liens or claims arising under Workers' Compensation or Occupational Disease laws and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by BUYER's negligence.

(d) SELLER shall without limitation as to time, defend, indemnify and hold BUYER harmless from all Workers' Compensation or Occupational Disease laws claims for bodily injury including death to employees of SELLER brought forth by the SELLER's employees and/or their family arising out of or in connection with this Agreement.

20. Furnished Property

(a) All drawings, tools jigs, dies, fixtures, materials, and other property supplied or paid for by BUYER and/or BUYER's customer shall be and remain the property of BUYER and/or BUYER's customer; and if SELLER fails to return such property upon BUYER's demand, BUYER shall have the right, upon reasonable notice, to enter SELLER's premises and remove any such property at any time without being liable for trespasses or damages of any sort.

(b) All such items shall be used only in the performance of work under this Agreement unless BUYER consents otherwise in writing.

(c) SELLER shall have the obligation to maintain any and all property furnished by BUYER to SELLER and all property to which BUYER acquires an interest by this Agreement and shall be responsible for all loss or damage to said property except for normal wear and tear. For U.S. Government contracts, SELLER's responsibility for loss or damage to said property shall be determined in accordance with FAR Part 52.245-1 or FAR Part 52.245-1 Alternate I, as applicable.

(d) Upon request, SELLER shall provide BUYER with adequate proof of insurance against such risk of loss or damage.

(e) SELLER shall clearly mark, maintain an inventory, and keep segregated or identifiable all of BUYER's property. At BUYER's request, and/or upon completion of this Agreement, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by BUYER.

21. Insurance

If this Agreement is for the performance of Services on BUYER's premises or BUYER's customer's premises, or, SELLER utilizes their own vehicles to deliver Goods to BUYER's facility, SELLER shall maintain the following insurance in at least the minimum amounts stated herein. SELLER shall also maintain, and SELLER shall cause its subcontractors to maintain, such general liability, property damage, employers' liability, and worker's compensation insurance, professional errors and omissions insurance, motor vehicle liability (personal injury and property damage) insurance and aviation liability as are maintained in their normal and ordinary course of business. Upon request by the BUYER, SELLER shall provide certificates of insurance evidencing limits of not less than the following:

1. Commercial General Liability \$5,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage)

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2. Workers' Compensation Statutory for the jurisdiction where the work is to be performed, including Federal Acts if applicable Employers' Liability, \$1,000,000 each person/accident. In states where Workers' Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), SELLER shall add Stop Gap Employers Liability with limits not less than \$500,000 for each accident or disease. To the extent that any work to be performed is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.
3. Automobile Liability \$5,000,000 combined single limit per accident

Some or all of the following additional insurance coverages may be required, depending upon the nature of the work to be performed. These additional insurance requirements if any will be identified in the BUYER's Agreement.

If Applicable:

- A. Professional Liability \$5,000,000 per claim
 1. Internet Liability and Network Protection (Cyber-risk) insurance with limits of at least \$2,500,000 each claim or wrongful act.
 2. Media Liability insurance with limits of at least \$2,500,000 each claim or wrongful act.
- B. Aviation Liability including products \$50,000,000 per occurrence (including aircraft products and completed operations and War, Hijacking and other perils (AVN 52D)
- C. Hangar-keepers' Liability \$50,000,000 per occurrence
- D. All Risk Property Insurance Replacement Value (covering property of BUYER or BUYER's customer in the care, custody or control of SELLER and include BUYER as Loss Payee.
- E. Fidelity or Crime insurance covering employee dishonesty, including but not limited to dishonest acts of SELLER, its employees, agents, subcontractors and anyone under SELLER's supervision or control. The SELLER shall be liable for money, securities or other property of BUYER. SELLER shall include a client coverage endorsement written for limits of at least \$1,000,000 and shall include BUYER as Loss Payee.
- F. Environmental Insurance (Contractor's Pollution Liability) with limits of at least \$5,000,000 each occurrence, claim, or wrongful act and \$10,000,000 aggregate. The policy must include BUYER, its Affiliates, and their directors, officers, and employees as Additional Named Insured's. SELLER shall provide a copy of the Additional Insured endorsement to BUYER. If required within the scope of SELLER's work to be performed, the insurance required herein cannot exclude coverage for bodily injury, property damage, pollution or environmental harm resulting from or arising out of the work to be performed, asbestos, lead or silica-related claims, claims arising out of microbial matter or bacteria, testing, monitoring, measuring operations or laboratory analyses, or liability arising out of the operation of a treatment facility. The policy must contain a separation of insured's clause. If a motor vehicle is used in connection with the work to be performed, the Business

Automobile Liability policy will include coverage at least as broad as Insurance Services Office (ISO) CA 99 48 and be endorsed to include Motor Carrier Act endorsement MCS 90.

- G. Pollution Legal Liability with limits of at least \$3,000,000 each occurrence, claim, or wrongful act and \$6,000,000 aggregate

The above limits may be satisfied by any combination of both primary and excess limits. SELLER shall arrange a waiver of subrogation for the above and with the exception of 2.(Workmen's Comp), B.(Aviation Liability), C (Hangar-keeper's Liability), D (All Risk Property), & E. (Fidelity or Crime) shall name BUYER as an additional insured under each of the above policies and shall provide to BUYER, within fifteen (15) days of BUYER issuance of this Agreement, a Certificate of Insurance evidencing compliance with this section The SELLER shall notify BUYER when cancellation or any material change in the policies adversely affects the interests of the BUYER in such insurance and such changes shall not become effective until thirty (30) days after written notice is provided to the BUYER.

22. Release of Information

Except as required by law, SELLER shall not publish any information developed under this Agreement, nor disclose, confirm, or deny any details about the existence or subject matter of this Agreement, or use BUYER's name in connection with SELLER's sales promotion or publicity without prior written approval of the BUYER.

23. Disputes

All disputes under this Agreement that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Pending final resolution of a dispute hereunder, SELLER shall proceed diligently with the performance of this Agreement and in accordance with all the Terms and Conditions contained herein and with the BUYER's direction thereof. BUYER and SELLER shall each bear its own costs of processing any dispute hereunder. In no event shall the SELLER acquire any direct claim or direct course of action against the United States Government.

If this Agreement is in support of a prime contract or higher tier subcontract supporting the U.S. Government, the following terms shall apply, notwithstanding any other provisions in this Agreement:

(a) Any decision of the Contracting Officer under the prime contract which binds BUYER shall bind both BUYER and SELLER to the extent that it relates to this Agreement –provided that:

- The BUYER notifies with reasonable promptness the SELLER of such decision;
- The BUYER, at its sole discretion, authorizes in writing the SELLER to appeal in the name of the BUYER such decision at its own expense; or
- If BUYER should appeal such decision, BUYER at its sole discretion offers to the SELLER the opportunity at its own expense to join BUYER in such appeal.

(b) Any decision upon such appeal, when final, shall be binding upon the SELLER.

(c) The SELLER shall keep BUYER informed of any appeal it makes by providing copies of all pertinent documents to BUYER.

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(d) The SELLER shall indemnify and hold harmless from any and all liability of any kind incurred by or imputed to BUYER under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if SELLER is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of SELLER.

Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this Agreement, the SELLER shall proceed diligently, as directed by BUYER, with the performance of this Agreement.

Nothing in this clause nor any authorization or offer shall be deemed to constitute acceptance or acknowledgement by BUYER of the validity of SELLER's claim or any part thereof, nor be deemed to limit or in any way restrict BUYER from taking any actions, included available remedies, it deems appropriate to protect its own interests.

As used in this clause, the word "appeal" means an appeal taken under the Contract Disputes Act of 1978, as amended. In no event shall the SELLER acquire any direct claim or direct course of action against the U.S. Government.

24. Assignments, Subcontracting, Organizational Changes

(a) Neither this Agreement nor any interest herein nor claim hereunder may be transferred, novated, assigned, or delegated by SELLER; nor may all or substantially all of this Agreement be further subcontracted by SELLER without the prior written consent of BUYER. Lack of consent shall not be deemed as a waiver or otherwise relieve SELLER of its obligations to comply fully with the requirements hereof.

(b) Notwithstanding the above, SELLER may, without BUYER's consent, assign moneys due or to become due hereunder provided BUYER continues to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Agreement without notice to or consent of the assignee. BUYER shall be given prompt notice of any assignment. Amounts so assigned shall continue to be subject to any of BUYER's rights to set-off or recoupment under this Agreement or at law.

(c) BUYER may assign this Agreement to any successor in interest.

(d) SELLER shall promptly notify BUYER in writing of any organizational changes made by SELLER, including name or ownership changes, mergers or acquisitions.

25. Government Contracts

For each Agreement awarded in support of and charged to a U.S. Government Contract, the provisions found in Supplement 1 – U.S. Government Contract Provisions from the FAR (Corporate Form CC009) and Supplement 2 – U.S. Government Contract Provisions from the DFARS (Corporate Form CC010) shall apply along with any other applicable and mandatory flow-downs required by the FAR or DFARS or any other Federally published Supplement. All such appended FAR, DFARS, or other clauses are incorporated by reference as if set forth at length herein. SELLER agrees that all such clauses that under applicable law must flow-down to lower tier subcontractors of BUYER shall so flow-down to SELLER's subcontractors. SELLER further agrees to promptly provide L3 with all information required for L3 to fulfill its obligations to the U.S. government under the terms of its prime contract or higher-tier

subcontract, including any information required for BUYER to satisfy its obligations under FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, and FAR 52.204-14, Service Contract Reporting Requirements.

26. Order of Precedence

Any inconsistency or conflict in this Agreement shall be resolved by giving precedence in the following order: (a) the face of BUYER's Agreement, Purchase Order, and/or Task Order, including Corporate Forms CC009, CC010, and CC011 and any other agency supplemental clauses that are noted on the face of the BUYER's document; (b) these General Terms and Conditions for Supplies and Services Agreements (CC008); (c) any other provisions set forth in the Agreement, including any terms and conditions stated or referenced therein; (d) the Statement of Work; and (e) Specifications attached hereto or incorporated by reference.

27. Independent Contractor Status

SELLER is, and shall remain, an independent contractor during the performance of this Agreement.

28. Communication with BUYER's Customer

BUYER shall be solely responsible for any and all communication with BUYER's customer regarding this or any related Agreement. This clause does not prohibit SELLER from communicating with the U.S. Government regarding (1) matters SELLER is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information, or (3) any matter for which this Agreement, including a FAR or FAR Supplement clause included in this Agreement, provides for direct communication by SELLER to the Government.

29. Conflict of Interest

It is understood and agreed that the SELLER, under the terms of this Agreement, or through the performance of this Agreement, is neither obligated nor expected to deliver or provide material or perform work, which will place the SELLER in an Organizational Conflict of Interest (OCI) per FAR 9.5, which could serve as a basis for excluding the SELLER from supplying products or services to the U.S. Government customer. It will be the SELLER's responsibility to identify any situation in which the potential for an OCI exists. **Failure to provide such notice will be considered a material breach of this Agreement.**

30. Audit Rights

Buyer reserves the right to audit SELLER's records to assure compliance with the terms of this Agreement. SELLER shall make available all data reasonably requested by BUYER and/or BUYER's Representative.

31. SELLER Business Systems

"SELLER Business Systems" as used in this clause means SELLER's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. When SELLER's Business Systems are reviewed and approved by a Government agency, SELLER shall provide prompt notice to BUYER

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whenever there is a material change in the status of the Government's approval or determination of adequacy of any of SELLER's Business Systems. Should the Government observe a deficiency in SELLER's Business Systems and if any of those systems produces data that is integral to the output of the BUYER, acting in its role as a prime to the Government or to another prime contractor, which may result in the SELLER's and/or BUYER's Business Systems being disapproved, SELLER shall be liable for and save BUYER harmless from any loss, damage, or expense whatsoever that BUYER may suffer.

32. Electronic Transmissions

(a) The parties agree that if this Agreement is transmitted electronically, neither party shall contest its validity, or any acknowledgment thereof, on the basis that this Agreement or acknowledgment contains an electronic signature.

(b) SELLER shall, at BUYER's request and SELLER's expense, send and receive business transactions by electronic means using Web-based technologies. Such Web-based technologies for electronic transmissions may include a) email and (b) the Internet directly between BUYER and SELLER.

33. Standards on Slavery and Combatting Human Trafficking in the Supply Chain

(a) SELLER – Pursuant to the California Transparency in Supply Chains Act and consistent with BUYER's commitment to excellence and corporate social responsibility, BUYER supports the eradication of human trafficking and slavery in supply chains around the world, including in our own. BUYER sets forth the following Standards that SELLER shall meet in order to do business with BUYER:

- SELLER shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations.
- SELLER shall employ only workers who meet the applicable minimum legal age requirement for employment in the country or countries in which they are doing business.
- SELLER shall not employ any prison, indentured or forced labor.
- SELLER shall comply with all applicable laws, regulations and industry standards on working hours and working conditions.
- SELLER shall certify that materials incorporated into goods provided to BUYER comply with the laws regarding slavery and human trafficking of the country or countries in which SELLER is doing business.

(b) If BUYER determines that supplier has violated these Standards, BUYER may, in its discretion, either terminate this Agreement and/or require the supplier to implement a corrective action plan as a condition of future business.

34. Conflict Minerals

By accepting these terms and conditions, SELLER agrees to timely respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or other prevailing industry standard, to any request by, or on behalf of, BUYER, for information on the origin, source and chain of custody

information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by you or supplied by you to BUYER. Further, SELLER agrees to provide BUYER timely notice when SELLER becomes aware that any 3TG in a product or component it supplies to BUYER finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. In addition, you understand and acknowledge that any information you provide in this regard may be used by BUYER to comply with its reporting obligations under the Rule 13p-1 of the Securities and Exchange Act of 1934, as amended and the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission.

35. Last Buy Notice

The BUYER may in the future wish to, but makes no commitment to, acquire additional items, parts, subcomponents, and/or components like those to be/being acquired under this Agreement.

The SELLER shall notify the BUYER in writing of any:

- (a) items, parts, subcomponents, and/or components, and/or
- (b) electronics in equipment, assemblies, subassemblies, parts, components or items delivered or to be delivered under this Agreement, whether supplied by the SELLER or by the SELLER's lower-tier subcontractor(s), that are or are expected to be going out of production or will no longer be commercially available.

To the extent practicable, SELLER shall provide BUYER with a "last time buy" notice for such "end-of-life" items at least twelve (12) months prior to their anticipated date of discontinuance or unavailability. However, if twelve (12) months' notice is not reasonable given the circumstances, then SELLER shall provide BUYER with notice as soon as practicably possible.

SELLER is to specifically identify those items by name or title, part number(s), function and location in the item delivered, and the name and address of the supplier.

36. Liens

SELLER shall keep its work and all goods supplied by it hereunder and BUYER premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Agreement by SELLER or by any of its vendors of subcontractors. SELLER may be required by BUYER to provide a satisfactory release of liens as a condition of final payment.

37. Supply Chain Security

SELLER acknowledges that L3 Technologies, Inc., BUYER, is a certified C-TPAT (Customs Trade Partnership Against Terrorism) member. Consistent with the BUYER's obligations and responsibilities under C-TPAT, SELLER's with international cargo shipping responsibilities agree to comply C-TPAT Program minimum security requirements; complete and submit to BUYER a SCS Security Profile Form with a copy to CTPAT@L3T.com; and comply with BUYER's supply chain security related recommendations. The SELLER, at BUYER's election, shall submit to a C-TPAT site visit upon BUYER's request.

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38. Severability

Each clause, paragraph and subparagraph of this Agreement is severable, and if one or more of them are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

39. Survivability

All of the provisions of this Agreement shall survive the termination (whether for convenience or default), suspension or completion of this Agreement unless they are clearly intended to apply only during the term of this Agreement.

40. Waivers

Failure of the BUYER to enforce at any time, or from time to time, any provision of this Agreement or applicable law shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

41. Agreement Direction

(a) Only the BUYER's Procurement Representative identified in this Agreement has authority on behalf of the BUYER to make changes to this Agreement. All amendments must be identified as such in writing and executed by the parties.

(b) The BUYER's engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Goods/Services to be delivered hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Agreement and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the BUYER Procurement Representative.

42. Cyber Security and Incident Reporting

If DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, is applicable to purchase orders issued by BUYER. SELLER shall be responsible for the following in addition to those requirements specified in the above DFARS clause:

- (a) As defined therein, the SELLER shall rapidly report cyber incidents to the DoD at <http://dibnet.dod.mil> and the BUYER, providing the requisite information required under the clause.
- (b) Without exception, any cyber incident the SELLER encounters shall be reported to BUYER as soon as practicable within 72 hours of discovery of an incident.
- (c) In the event of a data breach, BUYER shall be afforded unfettered access to certain technical information (e.g., logs, packet flow information, etc.). This information will be required to satisfy BUYER's customer information requests.
- (d) Failure to report or provide these notices will be considered a material breach of this Agreement

In further support of this requirement, should BUYER elect to utilize supplier checklists, representations or certifications of compliance, outside vendor verification, and/or onsite security audits, SELLER

shall support as required to meet the continuing needs of BUYER's customer.

43. Limitation of Liability

IN NO EVENT SHALL THE BUYER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS CONTRACT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF BUYER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE AGREEMENT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY BUYER HAS TO THE SELLER.

(End of this page)

1. When the Goods or Services furnished are for use in connection with a U. S. Government contract or subcontract, in addition to the L3 General Terms and Conditions for Supply and Services Subcontracts (Corporate Form CC008), the following Supplement 1 - U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR) (Corporate Form CC009) shall apply, as required by the terms of the applicable clause, the terms of the Prime Contract, or by operation of law or regulation. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these FAR provisions and the L3 General Terms and Conditions for Supply and Services Subcontracts (Corporate Form CC008), the FAR provisions shall control. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/browserfar>.
2. The following FAR clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the current date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. Dollar thresholds cited below are for guidance only and may vary based on the date of the Prime Contract. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement grants SELLER a direct claim or cause of action against the U.S. government. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Agreement, as set forth in Corporate Form CC008, Section 23. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR clauses included in this Supplement.
3. U.S. GOVERNMENT SUBCONTRACT
 - (a) This Contract is entered into by the parties in support of a U.S. Government contract.
 - (b) As used in the FAR clauses referenced below:
 - (i) “Commercial Item” means a commercial item as defined in FAR 2.101.
 - (ii) “Contract” means this Agreement, as defined in Corporate Form CC008, section 1(a).
 - (iii) “Contracting Officer” means the U.S. government contracting officer for L3’s government Prime Contract under which this Agreement is entered.
 - (iv) “Contractor” and “Offeror” means the SELLER, which is the party identified on the face of the Agreement with whom L3 is contracting, acting as the immediate subcontractor to L3.
 - (v) “FAR” means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
 - (vi) “Prime Contract” means the contract between L3 and the U.S. government or between L3 and its higher-tier contractor who has a contract with the U.S. government.
 - (vii) “Subcontract” means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
 - (viii) “Simplified Acquisition Threshold” has the same meaning as defined in the clause at FAR 2.101.
 - (ix) “Micro-Purchase Threshold” has the same meaning as defined in the clause at FAR 2.101.

- (x) “Commercially available Off-The-Shelf” or “COTS” has the same meaning as defined in the clause at FAR 2.101.
- (c) Unless otherwise indicated, substitute the following party names in all FAR clauses, as applicable:
 - (i) “L3” for “agency,” “government,” or “United States;”
 - (ii) “L3 Subcontracting Representative” for “Contracting Officer,” “Administrative Contracting Officer,” or “ACO;”
 - (iii) “SELLER” for “contractor” or “offeror.”
- (d) Any communication/notification required under a FAR clause from/to the Contractor to/from the Contracting Officer shall be made through L3, unless otherwise indicated.

THE SELLER, BY SIGNING ITS OFFER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD. THE SELLER'S REPRESENTATIONS AND CERTIFICATIONS ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

TITLE OF CLAUSE	CLAUSE
DEFINITIONS (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.202-1
GRATUITIES (Applies if the value of this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-3
COVENANTS AGAINST CONTINGENT FEES (Applies if this Agreement exceeds the Simplified Acquisition Threshold, other than those for commercial items.)	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies if this Agreement exceeds the Simplified Acquisition Threshold. For the acquisition of commercial items, the clause with its Alternate I shall apply.)	52.203-6
ANTI-KICKBACK PROCEDURES (Applies if this Agreement exceeds the Simplified Acquisition Threshold, other than those for commercial items.)	52.203-7
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (Applies if this Agreement exceeds the Simplified Acquisition Threshold, other than those for commercial items.)	52.203-8
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Applies if this Agreement exceeds the Simplified Acquisition Threshold, other than those for commercial items.)	52.203-10
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if this Agreement is expected to exceed \$150,000.)	52.203-12
CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if the value of this Agreement is expected to exceed \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the government entities identified in the clause.)	52.203-13
DISPLAY OF HOTLINE POSTER(S) (Applies if this Agreement exceeds \$5,500,000 or is funded with disaster assistance funds unless it is for the acquisition of a commercial item or will be performed entirely outside the United States.)	52.203-14
WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (Applies if this Agreement is funded in whole or in part with Recovery Act funds.)	52.203-15
PREVENTING PERSONAL CONFLICTS OF INTEREST (Applies if this Agreement exceeds the Simplified Acquisition Threshold and SELLER's employees will perform acquisition functions	52.203-16

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closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.)	
CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-17
PROHIBITION IN CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Applies ONLY for a contract with an entity that requires employees or subcontractors to sign an internal confidentiality agreement that restricts such employees or subcontractors from lawfully reporting waste, fraud, or abuse to a designated Government representative authorized to receive such information.)	52.203-18
PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Applies unless this Agreement is for personal service with an individual.)	52.203-19
SECURITY REQUIREMENTS (Applies if this Agreement contemplates access to classified information, unless contracting agency is not covered by the NISP and has prescribed a clause and alternate that are substantially the same as 52.204-2. If a cost contract for research and development with an educational institution is contemplated, Alternate I applies. If a construction or architect-engineer contract where employee identification is required for security reasons is contemplated, Alternate II applies.)	52.204-2
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies where SELLER will have physical access to a federally-controlled facility or access to a federal information system.)	52.204-9
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Applies if this Agreement exceeds \$30,000 unless this Agreement is not required to be reported in the Federal Procurement Data System (FPDS). (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government’s System For Acquisition Management (SAM) database. All information posted will be available to the general public.)	52.204-10
SERVICE CONTRACT REPORTING REQUIREMENTS (Applies if this Agreement exceeds the thresholds at FAR 4.1703, except for indefinite-delivery contracts. This clause is not required for actions entirely funded by DOD, contracts awarded with generic identifier, or in classified solicitations, contractors, or orders.)	52.204-14
SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (Applies if this Agreement is for services (including construction) where one or more orders issued thereunder are expected to each meet or exceed the thresholds at FAR 4.1703. This clause is not required for actions entirely funded by DoD, contracts awarded with generic entity identifier, or in classified solicitations, contracts, or orders.)	52.204-15
INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	52.204-19
BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applies to this Agreement if SELLER may have federal contract information residing in or transiting through its information system.)	52.204-21
PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	52.204-23
REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (Applies if Agreement anticipates that performance of the contract involves a major helium requirement.)	52.208-8
PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if the value of this Agreement exceeds \$35,000. Consistent with subparagraph (e) of this clause, the notice requirement contemplated in this clause refers to notice that SELLER shall provide L3.)	52.209-6

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MATERIAL REQUIREMENTS (Applies if this Agreement contemplates and SELLER has proposed the use of used, reconditioned, or remanufactured supplies or unused former government surplus property in contract performance.)	52.211-5
DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	52.211-15
CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEVIATION) (INCLUDES ALL STATUTES OR ORDERS ISSUED) (See FAR 52.244-6 for flow-down of Commercial Items.)	52.212-5
AUDIT AND RECORDS-NEGOTIATION (Applies if this Agreement exceeds the Simplified Acquisition Threshold and if: (1) SELLER is required to furnish cost or pricing data; or (2) the Agreement requires SELLER to furnish cost, funding, or performance reports; or (3) this is an incentive or price re-determinable type contract. Alternate II applies if SELLER is an educational or non-profit institution. L3 may request a U.S. government audit to examine SELLER's proprietary financial books and records.)	52.215-2
PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Applies if submission of certified cost or pricing data is required of L3 by its customer. All rights and obligations under this clause shall survive completion of the work and final payment under this Agreement. L3 may request a U.S. government audit to examine SELLER's proprietary financial books and records.)	52.215-10
PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if submission of certified cost or pricing data is required (for modifications) of L3 by its customer. All rights and obligations under this clause shall survive completion of the work and final payment under this Agreement. L3 may request a U.S. government audit to examine SELLER's proprietary financial books and records.)	52.215-11
SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Applies when the clause at FAR 52.215-10 applies.)	52.215-12
SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if this Agreement exceeds the threshold for obtaining certified cost and pricing data under FAR 15.403-4.)	52.215-13
INTEGRITY OF UNIT PRICES (Applies if this Agreement exceeds the Simplified Acquisition Threshold. Delete paragraph (b) of the clause.)	52.215-14
PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies if it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR part 31.)	52.215-15
FACILITIES CAPITAL COST OF MONEY (Applies only if this Agreement is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)	52.215-16
WAIVER OF FACILITIES CAPITAL COST OF MONEY (Applies if this Agreement is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)	52.215-17
REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applies if it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR part 31.)	52.215-18
NOTIFICATION OF OWNERSHIP CHANGES (Applies if submission of certified cost or pricing data will be required of L3 by its customer or if any preaward or postaward cost determination will be subject to FAR subpart 31.2.)	52.215-19
REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Applies ONLY when certified cost or pricing data is not required.)	52.215-20
REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (Applies if this Agreement contemplates	52.215-21

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modifications for which it is reasonably certain that certified cost or pricing data or data other than certified cost and pricing data will be required.)	
LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT	52.215-22
LIMITATION ON PASS-THROUGH CHARGES (Applies if this Agreement is for a cost-reimbursement contract that exceeds the Simplified Acquisition Threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15-403.)	52.215-23
ALLOWABLE COST AND PAYMENT (The blank in paragraph (a)(3) is completed with “the 30th” unless otherwise specified in this Agreement. Paragraphs (a)(2), (b)(4), (c) and (d)(4) are deleted. In paragraph (h) “6 years” is changed to “5 years.” The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies only to the material portion of the contract.)	52.216-7
FIXED FEE (Applies if this Agreement is for a fixed-fee contract. The last two sentences of the clause do not apply. Does not apply if this is a labor hour or time and materials contract.)	52.216-8
INCENTIVE FEE (Applies only if this Agreement includes an incentive fee. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth on the face of the Agreement. Does not apply if this is a labor hour or time and materials contract.)	52.216-10
COST CONTRACT - NO FEE (Applies if this Agreement is placed on a cost reimbursement - no fee basis. Does not apply if this is a labor hour or time and materials contract.)	52.216-11
CONTRACT DEFINITIZATION (Applies if this Agreement is for an undefinitized letter contract or “not-to-exceed” or unpriced action. This clause is applicable when time is of the essence and the normal procurement process will not support customer requirements. Use this clause with FAR 52.216-24, Limitation of Government Liability.)	52.216-25
UTILIZATION OF SMALL BUSINESS CONCERNS	52.219-8
SMALL BUSINESS SUBCONTRACTING PLAN (Applies if this Agreement is expected to exceed \$700,000 except the clause does not apply if SELLER is a small business concern. SELLER’s subcontracting plan is incorporated herein by reference. NOTE - Alternate IV (DEVIATION 2018-O0007) (AUG 2018). When incorporating a subcontracting plan in orders against basic ordering agreements and blanket purchase agreements due to a modification as specified in 19.708(b)(1)(iv), substitute the DEVIATION-specified language in paragraphs (c), (d), for paragraphs (c), (d) of the basic clause.)	52.219-9
LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (Applies when the clause at FAR 52.219-9 applies.)	52.219-16
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	52.222-1
PAYMENT FOR OVERTIME PREMIUMS (Applies if this Agreement is for a cost-reimbursement contract and the amount is expected to exceed the Simplified Acquisition Threshold. For all contracts and subcontracts insert “Zero” in the blank.)	52.222-2
CONVICT LABOR (Applies if this Agreement exceeds the Micro-Purchase Threshold.)	52.222-3
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (Applies if this Agreement may require or involve the employment of laborers and mechanics and is valued above \$150,000.)	52.222-4
NONDISPLACEMENT OF QUALIFIED WORKERS (Applies if this Agreement (a) is for services, (b) succeeds a contract for performance of the same or similar work at the same location, and (c) is not exempted by the clause at FAR 22.1203-2 or waived in accordance with the clause at FAR 22.1203-3.)	52.222-17
PROHIBITION OF SEGREGATED FACILITIES (Applies when the clause at FAR 52.222-26 applies.)	52.222-21

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EQUAL OPPORTUNITY (Applies unless this Agreement is exempt from the requirements of Executive Order 11246.)	52.222-26
EQUAL OPPORTUNITY FOR VETERANS (Applies if this Agreement is equal to or greater than \$150,000.)	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if this Agreement exceeds or is expected to exceed \$15,000.)	52.222-36
EMPLOYMENT REPORTS ON VETERANS (Applies when the clause at FAR 52.222-35 applies.)	52.222-37
COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Applies ONLY if 52.222-37 is applicable.)	52.222-38
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.222-40
SERVICE CONTRACT LABOR STANDARDS (Applies if this Agreement is for services subject to the Service Contract Act. The clause does not apply if this Agreement has been administratively exempted by the Secretary of Labor or by 41 U.S.C. § 356, as interpreted in 29 CFR subpart 4(C).)	52.222-41
FAIR LABOR STANDARDS ACT (FLSA) AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (Applies if this Agreement is for a fixed-price, time-and-materials, or labor-hour service contract and the clause at FAR 52.222-41 applies.)	52.222-43
FLSA AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (Applies if this Agreement is for a fixed-price, time-and-materials, or labor-hour service contract and the clause at FAR 52.222-41 applies.)	52.222-44
COMBATING TRAFFICKING IN PERSONS	52.222-50
EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if this Agreement has a value of more than \$3,500.)	52.222-54
MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)	52.222-55
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)	52.222-62
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Agreement requires the delivery of hazardous material, as defined in the clause at FAR 23.301.)	52.223-3
DRUG-FREE WORKPLACE	52.223-6
NOTICE OF RADIOACTIVE MATERIALS (Applies to Goods containing covered radioactive material. In the blank, insert "30".)	52.223-7
ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (Applies if this Contract is equal to or greater than the Simplified Acquisition Threshold.)	52.223-9
OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (Applies if the Goods may contain or have been manufactured with ozone-depleting substances.)	52.223-11
ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (Applies if this Agreement contemplates energy-consuming products listed in the ENERGY STAR® Program or the Federal Energy Management Program that will be (a) delivered; (b) acquired by SELLER for use in performing services at a federally-controlled facility; (c) furnished by SELLER for use by the government; or (d) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)	52.223-15

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ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (Applies if SELLER is or will be required to deliver EPEAT Bronze (or higher) registered/rated personal computers as end items (deliverable at the prime level).)	52.223-16
ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Applies if this Agreement exceeds the Micro-Purchase Threshold.)	52.223-18
PRIVACY ACT (Applies if this Agreement when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.)	52.224-2
PRIVACY TRAINING (Applies if, in the performance of this Agreement, SELLER's employees will have access to a systems of records on individuals or will handle personally identifiable information.)	52.224-3
BUY AMERICAN ACT – SUPPLIES (Applies if the value of this Agreement exceeds the Micro-Purchase Threshold but does not exceed \$250,000; or if the value of this Agreement exceeds \$25,000 and neither the clause at FAR 52.225-3 nor FAR 52.225-5 applies.)	52.225-1
BUY AMERICAN ACT –FREE TRADE AGREEMENTS – ISRAELI TRADE ACT (Applies if this Agreement is for the acquisition of supplies, or for services involving the furnishing of supplies, for use within the United States and the value is \$25,000 or more, but is less than \$180,000. Use Alternate I if the value is \$25,000 or more, but less than \$50,000. Use Alternate II if the value is \$50,000 or more, but less than \$80,317. Use Alternate III if the value is \$80,317, but less than \$100,000.)	52.225-3 52.225-4
BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE (ONLY if 52.225-3 applies.)	
TRADE AGREEMENTS (Applies if (a) this Agreement is valued at \$180,000 or more, (b) this Agreement is covered by the WTO GPA (see FAR subpart 25.4), and (c) the agency has determined that the restrictions of the Buy American statute are not applicable to U.S.-made end products. This clause does not apply to contracts issued by the DoD. For DoD issued contracts see DFARS 252.225-7021.)	52.225-5 52.225-6
TRADE AGREEMENTS – CERTIFICATE (Applies ONLY if 52.225-5 applies.)	
DUTY FREE ENTRY (OCT 2010) (Applies if the Goods will be imported into the Customs Territory of the United States for which duty-free entry may be obtained in accordance with the clause at FAR 25.903(a).)	52.225-8
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	52.225-13
CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016) (Applies if performance of this Agreement will occur outside the United States in areas of combat operations or other significant military operations. This clause does not apply for contracts with the DoD. A contract with the DoD that will occur outside of the United States in areas of combat operations or other significant military operations is subject to DFARS 225.302-6.)	52.225-26
AUTHORIZATION AND CONSENT (DEC 2007) (Applies if this Agreement is expected to exceed the Simplified Acquisition Threshold.)	52.227-1
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Agreement is expected to exceed the Simplified Acquisition Threshold.)	52.227-2
ROYALTY INFORMATION (APR 1984) (Applies to suppliers charging more than \$250 for royalties.)	52.227-6
REFUND OF ROYALTIES (APR 1984) (Applies if this Agreement contemplates a reported royalty that exceeds \$250.)	52.227-9
FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Goods or Services or any patent application may cover classified subject matter.)	52.227-10

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PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Agreement includes, at any tier, experimental, developmental, or research work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the L3 Representative identified on the face of this Order. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)	52.227-11
PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Agreement is for experimental, developmental, or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)	52.227-13
RIGHTS IN DATA - GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies. Alternates I-IV may apply as set forth in the text of this clause.)	52.227-14
ADDITIONAL DATA REQUIREMENTS (Applies if (a) technical data provided by SELLER comprised any part of the successful bid proposal upon which the Prime Contract award was based, and (b) the government desires to acquire unlimited rights in such technical data.)	52.227-16
COMMERCIAL COMPUTER SOFTWARE LICENSE (Applies if this Agreement is for the acquisition of commercial computer software. NOTE: SELLER is responsible for providing all information necessary for L3 to complete the notice specified in paragraph (c).)	52.227-19
INSURANCE – WORK ON A GOVERNMENT INSTALLATION (Applies if this Agreement involves work on a government installation. Unless otherwise specified by this Agreement, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)	52.228-5
ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies when the clauses at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 apply.)	52.230-6
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (Applies if this Agreement is a labor hour or time and materials contract. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) “120 days” is changed to “60 days,” and in paragraph (g)(2) “6 years” is changed to “five years.” Paragraphs (c) and (i) are deleted.)	52.232-7
LIMITATION ON WITHHOLDING OF PAYMENTS	52.232-9
PROGRESS PAYMENTS (Applies ONLY if L3 has been approved for progress payments from the government or higher tier contractor.)	52.232-16
INTEREST (Applies if this Agreement will be in one or more of the following categories: (a) contracts at or below the Simplified Acquisition Threshold; (b) contracts with government agencies; (c) contracts with a state or local government or instrumentality; (d) contracts with a foreign government or instrumentality; (e) contracts without any provision for profit or fee with a nonprofit organization; (f) contracts described in Subpart 5.5, Paid Advertisements; or (g) any other exceptions authorized under agency procedures.)	52.232-17
LIMITATION OF COST (Applies if this Agreement is a fully funded cost reimbursement contract.)	52.232-20
LIMITATION OF FUNDS (Applies if this Agreement is an incrementally funded cost reimbursement contract.)	52.232-22
PERFORMANCE-BASED PAYMENTS ((Applies ONLY if included in the Prime contract and the Agreement is significant and such payments are linked to similar payment milestones that L3 may have with the Government.)	52.232-32
UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	52.232-39
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies if SELLER is a small business concern. This clause does not apply if L3 does not receive accelerated payments under the Prime Contract.)	52.232-40

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INDUSTRIAL RESOURCES DEVELOPED UNDER Title III, DEFENSE PRODUCTION ACT (Applies ONLY If included in the Prime contract.)	52.234-1
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Applies if Goods and Services are performed on a government installation.)	52.237-2
CONTINUITY OF SERVICES (Applies if this Agreement (a) is for services considered vital to the government and must be continued without interruption; (b) when, upon contract expiration, a successor, either the government or another contractor, may continue such services ; and (c) the government anticipates difficulties during the transition from one contractor to another or to the government.)	52.237-3
PRIVACY AND SECURITY SAFEGUARDS (Applies if this Agreement is for information technology which requires security of information technology or is for the design, development, or operation of a system of records using commercial information technology services or support services.)	52.239-1
STOP-WORK ORDER (Applies if this Agreement is a negotiated contract for supplies, services, or research and development. Alternate I applies if this Agreement is for a cost reimbursement contract. The referenced “90 day” period may be less than 90 days.)	52.242-15
CHANGES - FIXED PRICE (Applies is this Agreement is a fixed-price contract for supplies. Alternate I applies if this Agreement is for services. Alternate II applies if this Agreement is for supplies and services.)	52.243-1
CHANGES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.)	52.243-2
CHANGES – TIME AND MATERIAL OR LABOR-HOURS (Applies if this Agreement is a time and material or labor hour contract.)	52.243-3
CHANGE ORDER ACCOUNTING ((Applies if the Prime Contract requires Change Order Accounting.)	52.243-6
SUBCONTRACTS (Applies if this Agreement is for (a) a cost-reimbursement contract; (b) a letter contract, time-and-materials contract, or labor-hour contract that exceeds the Simplified Acquisition Threshold; or (c) a fixed-price contract that exceeds the Simplified Acquisition Threshold, under which unpriced contract actions (including unpriced modifications or unpriced delivery orders) are anticipated.)	52.244-2
COMPETITION IN SUBCONTRACTING (Applies if this Agreement is a negotiated contract whose value is expected to exceed the Simplified Acquisition Threshold.)	52.244-5
SUBCONTRACTS FOR COMMERCIAL ITEMS	52.244-6
GOVERNMENT PROPERTY (Alternate I) (“Contracting Officer” means “L3” except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes L3. “Government” is unchanged in the phrases “Government property” and “Government furnished property” and where elsewhere used except in paragraph (d)(1) where it means “L3” and except in paragraphs (d)(2) and (g) where the term includes L3. The following is added as paragraph (n): “SELLER shall provide to L3 immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER’s property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.”)	52.245-1
GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Applies if this Agreement is a fixed-price contract for services on a government installation and “as is” Government Property listed in paragraph (e) of this clause will be furnished to SELLER for initial provisioning and the government is not responsible for the repair or replacement for such Government Property.)	52.245-2
USE AND CHARGES (Applies when the clause at FAR 52.245-1 applies.)	52.245-9

General Terms and Conditions for Supply and Service Subcontracts

Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR)

INSPECTION OF SUPPLIES - FIXED PRICE (Applies if this Agreement is a fixed-price contract whose value is expected to exceed the Simplified Acquisition Threshold.)	52.246-2
INSPECTION OF SUPPLIES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.)	52.246-3
INSPECTION OF SERVICES - FIXED PRICE (Applies if this Agreement is a fixed-price contract that involves the furnishing of services and whose value is expected to exceed the Simplified Acquisition Threshold.)	52.246-4
INSPECTION OF SERVICES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.)	52.246-5
INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (Applies if this Agreement is a labor hour or time and material contract. Alternate I applies if inspection and acceptance are to be performed at SELLER's plant.)	52.246-6
RESPONSIBILITY FOR SUPPLIES (Applies if this Agreement is a fixed-price contract whose value is expected to exceed the Simplified Acquisition Threshold.)	52.246-16
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies if this Agreement involves international air transportation.)	52.247-63
PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (Applies if this Agreement involves delivery of supplies by ocean transportation.)	52.247-64
SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (Applies if this Agreement is a cost reimbursement contract and transportation will be reimbursed as a direct charge to the Contract.)	52.247-67
VALUE ENGINEERING	52.248-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (Applies if the amount of this Agreement is expected to exceed the Simplified Acquisition Threshold.) (In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "90 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)	52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (Applies in lieu of FAR 52.249-2 if this Agreement is a fixed-price or cost-reimbursement contract for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months." In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)	52.249-5
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Applies if this Agreement is for a fixed-price contract whose amount is expected to exceed the Simplified Acquisition Threshold. Timely performance is a material element of this Agreement.)	52.249-8
EXCUSABLE DELAYS (Applies if this Agreement is a cost reimbursement contract with a fee or a time & material or labor-hour contract.)	52.249-14
CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD INCLUDE THE FOLLOWING:	
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11
Reporting Executive Compensation and First-Tier Subcontract Awards	52.204-10
Certification Regarding Responsibility Matters	52.209-5
Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6
Certification Regarding Knowledge of Child Labor for Listed End Products	52.222-18
Previous Contracts and Compliance Reports	52.222-22

Affirmative Action Compliance	52.222-25
Equal Opportunity for Workers with Disabilities	52.222-36
Bio-based Product Certification	52.223-1
Recovered Material Certification	52.223-4
Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation	52.223-22
Prohibition on Conducting Restricted Business Operations in Sudan–Certification	52.225-20
Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran – Representation & Certification	52.225-25
Cost Accounting Standards Notices and Certifications	52.230-1

ADDITIONAL CLAUSES:

TRUTH IN NEGOTIATIONS

Certified Cost or Pricing Data (Applicable only if certified cost or pricing data has been provided). The clause entitled “Subcontractor Certified Cost or Pricing Data” is a part of this Order if the SELLER was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled “Subcontractor Cost or Pricing Data-Modification” is a part of this Order. SELLER shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.

1. Indemnification

If any price (including profit or fee) negotiated in connection with the Prime Contract between the government and the BUYER or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the SELLER in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the SELLER shall indemnify the BUYER in the amount of said reduction.

The phrase “certified cost or pricing data” as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the SELLER or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the SELLER shall be liable and shall pay the BUYER at the time such overpayment is repaid:

- i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the SELLER to the date the BUYER is repaid by the SELLER at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. § 6621(a)(2); and
- ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the SELLER knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

2. Certified Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold and resulting from a change in the Prime Contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal

Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

When required to obtain certified cost or pricing data or “Other Than Certified Cost and Pricing Data” from its subcontractors, pursuant to the provisions of this Order, SELLER shall provide such data.

SUBMISSION OF INCURRED COST PROPOSALS (T&M AND COST REIMBURSABLE ONLY)

SELLER shall submit its annual incurred cost proposal required by FAR 52.216-7 to SELLER’s cognizant U.S. Government audit agency within six (6) months after the end of SELLER’s fiscal year. SELLER shall confirm its submission in writing to BUYER, to include the date of its incurred cost proposal submission to the aforementioned audit agency, the point of contact name and address of audit agency. Such written notice shall be provided to BUYER within thirty (30) days of the SELLER’s incurred cost submission. SELLER agrees that the audit results shall be reflected in timely adjustments to the prices paid by BUYER to SELLER under this Agreement as reflected in SELLER’s invoices to BUYER. SELLER hereby grants its permission for SELLER’s cognizant U.S. Government audit agency to provide a copy of any resultant audit report to BUYER.

1. When the Goods or Services furnished are for use in connection with a U. S. Government Department of Defense (DoD) contract or subcontract, in addition to the L3 General Terms and Conditions for Supply and Services Subcontracts (Corporate Form CC008) and Supplement 1 – U.S. Government Contract Provisions from the FAR (Corporate Form CC009), the following Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Acquisition Regulation Supplement (DFARS) (Corporate Form CC010) shall apply, as required by the terms of the applicable clause, the terms of the Prime Contract, or by operation of law or regulation. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these DFARS provisions and Corporate Form CC008, the DFARS provisions shall control. The full text of a clause may be accessed electronically at this address: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>.
2. The following DFARS clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the current date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. Dollar thresholds cited below are for guidance only and may vary based on the date of the Prime Contract. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Agreement, as set forth in Corporate Form CC008, Section 23. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the DFARS clauses included in this Supplement.
3. U.S. GOVERNMENT SUBCONTRACT
 - a. This Contract is entered into by the parties in support of a U.S. Government contract.
 - b. As used in the FAR clauses referenced below:
 - (i) “Commercial Item” means a commercial item as defined in FAR 2.101.
 - (ii) “Contract” means this Agreement, as defined in Corporate Form CC008, section 1(a).
 - (iii) “Contracting Officer” means the U.S. government contracting officer for L3’s government Prime Contract under which this Agreement is entered.
 - (iv) “Contractor” and “Offeror” means the SELLER, which is the party identified on the face of the Agreement with whom L3 is contracting, acting as the immediate subcontractor to L3.
 - (v) “FAR” means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
 - (vi) “Prime Contract” means the contract between L3 and the U.S. government or between L3 and its higher-tier contractor who has a contract with the U.S. government.
 - (vii) “Subcontract” means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
 - (viii) “Simplified Acquisition Threshold” has the same meaning as defined in the clause at FAR 2.101.
 - (ix) “Micro-Purchase Threshold” has the same meaning as defined in the clause at FAR 2.101.
 - (x) “Commercially available Off-The-Shelf” or “COTS” has the same meaning as defined in the clause at FAR 2.101.

- c. Unless otherwise indicated, substitute the following party names in all DFARS clauses, as applicable:
- (i) “L3” for “agency,” “government,” or “United States”;
 - (ii) “L3 Subcontracting Representative” for “Contracting Officer,” “Administrative Contracting Officer,” or “ACO”;
 - (iii) “SELLER” for “contractor” or “offeror.”
- d. Any communication/notification required under a DFARS clause from/to the Contractor to/from the Contracting Officer shall be made through L3, unless otherwise indicated.

THE SELLER, BY SIGNING ITS OFFER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD. THE SELLER’S REPRESENTATIONS AND CERTIFICATIONS ARE INCORPORATED BY REFERENCE INTO THIS SUBCONTRACT.

TITLE OF CLAUSE	CLAUSE
REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	252.203-7000
PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	252.203-7001
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	252.203-7002
AGENCY OFFICE OF THE INSPECTOR GENERAL	252.203-7003
DISPLAY OF HOTLINE POSTERS (Applies if this Agreement exceeds \$5.5 million.)	252.203-7004
DISCLOSURE OF INFORMATION (Applies if this Agreement requires SELLER to have access to or generate unclassified information that may be sensitive and inappropriate for release to public.)	252.204-7000
CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	252.204-7003
ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (Applies when the clause at FAR 52.204-2 applies.)	252.204-7005
LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if this Agreement involves services that include support for the government’s activities related to safeguarding Covered Defense Information (CDI) and cyber incident reporting.)	252.204-7009
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies if this Agreement is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits CDI as those terms are defined in the clause. L3 shall determine if the information required for SELLER performance retains its identity as CDI and will require protection under this clause.)	252.204-7012
LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS	252.204-7014
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	252.204-7015
INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIALS (Applies when the item being purchased contains precious metals.)	252.208-7000
SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (Applies if the value of this Agreement is \$150,000 or more.)	252.209-7004

L3 Technologies, Inc.

General Terms and Conditions for Supply and Service Subcontracts

Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

ORGANIZATIONAL CONFLICT OF INTEREST—MAJOR DEFENSE ACQUISITION PROGRAM (Applies if this Agreement is for systems engineering or technical assistance for a major defense acquisition program or pre-major defense acquisition program.)	252.209-7009
ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if L3 acquires any item(s) under this Agreement for which item unique identification is required in accordance with paragraph (c)(1) of this clause.)	252.211-7003
PASSIVE RADIO FREQUENCY IDENTIFICATION (Applies if this Agreement will require shipment of items meeting the criteria at DFAR 211.275-2.)	252.211-7006
ECONOMIC PRICE ADJUSTMENT—WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (Applies (a) if this Agreement is a fixed-price supply or service contract that is to be performed wholly or in part in a foreign country; and (b) a foreign government controls wage rates or material prices and may, during contract performance, impose a mandatory change in wages or prices of material.)	252.216-7003
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) - BASIC (DEVIATION 2018-O0007) (Applies to this Agreement if the Basic (DEVIATION 2018-O0007), Alternate I (DEVIATION 2018-O0007), or Alternate II version of the clause at FAR 52.219-9 applies. Alternate I (DEVIATION 2018O0007) of this clause applies when Alternate III of the clause at FAR 52.219-9 applies.)	252.219-7003
SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (Applies if this Agreement offers subcontracting opportunities, is expected to exceed \$700,000, is required to include FAR 52.219-8, and the clauses at: FAR 52.219-9 and DFARS 252.219-7003; FAR 52.219-9 with its Alternate III and DFARS 252.219—7003 Alternate I; or DFARS 252.219-7004.)	252.219-7004
RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (Applies if this Agreement is subject to DFARS 222.70.)	252.222-7000
COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (Applies if this Agreement is for services or construction and is to be performed outside the United States and its outlying areas.)	252.222-7002
RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Applies if the value of this Agreement exceeds \$1 million. The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER’s covered subcontractors.)	252.222-7006
HAZARD WARNING LABELS (Applies if this Agreement requires the submission of hazardous material data sheets, pursuant to the clause at FAR 23.302(c).)	252.223-7001
SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies if this Agreement involves ammunition or explosives. “Government” in paragraph (b) means “L3 and the government.”)	252.223-7002
CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	252.223-7003
PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS—BASIC (Applies if this Agreement may require or permit SELLER access to a DoD installation. Alternate I applies if this Agreement may require, or permit contractor access to a DoD installation, when the Secretary of the military department issues a determination under the exception at 223.7104(a)(10).)	252.223-7006
SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Applies when DoD 5100.76-M applies, in accordance with the policy set forth in the clause at DFARS 223.7201.)	252.223-7007
PROHIBITION OF HEXAVALENT CHROMIUM (Applicable if this Agreement is for supplies, maintenance and repair services, or construction materials.)	252.223-7008
7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies if the Goods contain other than domestic components. Applies in lieu of the clause at FAR 52.225-1. Alternate I	252.225-7001

L3 Technologies, Inc.

General Terms and Conditions for Supply and Service Subcontracts

Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition

Regulation Supplement (DFARS)

applies if this Agreement is for the acquisition of end products in support of operations in Afghanistan.)	
PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if this Agreement is for items on the U.S. Munitions list.)	252.225-7007
RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Applies if this Agreement exceeds the Simplified Acquisition Threshold and requires delivery of specialty metals as end items.)	252.225-7008
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Goods to be furnished contain specialty metals. Paragraph (d) is deleted.)	252.225-7009
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	252.225-7012
DUTY-FREE ENTRY (Applies in lieu of the clause at FAR 52.225-8. The Prime Contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact the L3 Buyer.)	252.225-7013
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if the Goods contain ball or roller bearings.)	252.225-7016
TRADE AGREEMENTS (Applies if this Agreement is for the acquisition of end products listed in the clause at DFARS 225.401-70 and the value of the acquisition equals or exceeds \$180,000. Applies in lieu of FAR 52.225-5.)	252.225-7021
RESTRICTION ON THE ACQUISITION OF FORGINGS (Applies when SELLER will provide forging items or for other items that contain forging items.)	252.225-7025
EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (Applies if this Agreement is for supplies and services for international military education training and foreign military sales.)	252.225-7028
WAIVER OF UNITED KINGDOM LEVIES (Applies if this Agreement is expected to exceed \$1 million and SELLER is a United Kingdom firm.)	252.225-7033
CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Applies if SELLER's personnel are supporting U.S. Armed Forces deployed outside the United States in (a) contingency operations; (b) peace operations consistent with Joint Publication 3-07.3; or (c) other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)	252.225-7040
ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applies if this Agreement requires performance or travel outside the U.S.)	252.225-7043
EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (Applies if the Agreement may require exports or transfers of qualifying defense articles in connection with deliveries under the Prime Contract.)	252.225-7047
EXPORT-CONTROLLED ITEMS	252.225-7048
PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (Applies if the Agreement involves the acquisition of commercial satellite services).	252.225-7051
UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this Agreement exceeds \$500,000.)	252.226-7001
RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applies if SELLER will be required, under this Agreement, to deliver to L3 or the government technical data pertaining to noncommercial items, or pertaining to commercial items for which L3 or the Government will have paid for any portion of the development costs. Alternates I–II may apply as the text of that clause provides.)	252.227-7013

L3 Technologies, Inc.

General Terms and Conditions for Supply and Service Subcontracts

Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies if SELLER will be required to deliver to L3 or the government computer software or computer software documentation. Alternate I applies to computer software or computer software documentation in which the government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation. Alternate I applies when this Agreement requests the development or delivery of a vessel design or any useful article embodying a vessel design.)	252.227-7014
TECHNICAL DATA – COMMERCIAL ITEMS (Applies when SELLER will be required to deliver technical data pertaining to commercial items developed in any part at private expense.)	252.227-7015
RIGHTS IN BID OR PROPOSAL INFORMATION	252.227-7016
IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (Applies when the clause at DFARS 252.227-7013 or 252.227-7014 applies.)	252.227-7017
VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (Applies if this Agreement requires SELLER to furnish computer software to the government.)	252.227-7019
LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (Applies when it is anticipated that the government will provide SELLER technical data, computer software, or computer software documentation marked with another contractor's restrictive legend(s) in the performance of this Agreement.)	252.227-7025
DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)	252.227-7026
DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)	252.227-7027
TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (Applies ONLY if included in prime contract and subcontractor will deliver technical data.)	252.227-7028
TECHNICAL DATA - WITHHOLDING OF PAYMENT (Applies if the clause at DFARS 252.227-7013 applies.)	252.227-7030
VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies if this Agreement may require delivery of technical data.)	252.227-7037
PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applies if this Agreement is for experimental, developmental, or research work and the clause at FAR 52.227-11 does not apply. Alternates I and II may apply, pursuant to the terms of the clause at DFARS 227.303(2).)	252.227-7038
GROUND AND FLIGHT RISK (Applies if this Agreement is for development, production, modification, maintenance, repair, flight, or overhaul of aircraft, except for contracts (a) strictly for activities incidental to normal aircraft operations; (b) awarded under FAR Part 12 procedures for the acquisition, development, production, modification, maintenance, repair, flight, or overhaul of aircraft, other otherwise involving the furnishing of aircraft; (c) for which non-DoD customer has agreed to assume the risk of loss or destruction of, or damages to, the aircraft; or (d) for commercial derivative aircraft that are to be maintained to FAA airworthiness when the work will be performed at a licensed FAA repair station.)	252.228-7001
ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Applies if this Agreement involves the manufacture, modification, overhaul, or repair of aircraft, missiles, or space launch vehicles.)	252.228-7005
TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (Applies if this Agreement involves performance in Afghanistan, unless the clause at 252.229-7015 is used.)	252.229-7014
SUPPLEMENTAL COST PRINCIPLES (Applies if this Agreement is subject to the principles and procedures described in FAR subpart 31.1, 31.2, 31.6, or 31.7.)	252.231-7000

L3 Technologies, Inc.

General Terms and Conditions for Supply and Service Subcontracts

Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (Applies to this Agreement if specified in the Prime Contract.)	252.234-7002
COST AND SOFTWARE DATA REPORTING SYSTEM—BASIC (Applies if this Agreement exceeds \$50 million.)	252.234-7004
FREQUENCY AUTHORIZATION - BASIC (Applies if this Agreement requires developing, producing, constructing, testing, or operating a device requiring a radio frequency authorization. Alternate I applies if agency procedures authorize the use of DD Form 1494, Application for Equipment Frequency Allocation, to obtain frequency authorization.)	252.235-7003
CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (Applies if this Agreement is for mission-essential services.)	252.237-7023
NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (This is the clause used in solicitations when 252.237-7023 will be used in the Prime Contract.)	252.237-7024
INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Applies if this Agreement involves the performance of information assurance functions as described in DoD 8570.01-M.)	252.239-7001
CLOUD COMPUTING SERVICES (Applies if this Agreement involves or may involve cloud services.)	252.239-7010
TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applies if this Agreement requires securing telecommunications.)	252.239-7016
SUPPLY CHAIN RISK (Applies if this Agreement is for information technology, whether providing as a service or supply, is a part of a covered system, or is in support of a covered system, as defined in the clause at DFARS 239.7301.)	252.239-7018
PRICING OF CONTRACT MODIFICATIONS (Applies if this Agreement is a fixed price contract.)	252.243-7001
SUBCONTRACTS FOR COMMERCIAL ITEMS	252.244-7000
TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (Applies when the clause at FAR 52.245-1 applies.)	252.245-7001
REPORTING LOSS OF GOVERNMENT PROPERTY (Applies when the clause at FAR 52.245-1 applies.)	252.245-7002
CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (Applies when the clause at FAR 52.245-1 applies.)	252.245-7003
NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this Agreement is 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. SELLER shall provide notifications to L3 and the contracting officer identified to SELLER.)	252.246-7003
CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applies if this Agreement is for electronic parts or assemblies containing electronic parts.)	252.246-7007
SOURCES OF ELECTRONIC PARTS (Applies if this Agreement is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer.)	252.246-7008
TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Paragraphs (f) through (h) shall not apply if this Agreement is at or below the Simplified Acquisition Threshold.)	252.247-7023
NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if this Agreement is in support of a major defense program.)	252.249-7002
<i>CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD.</i>	
<i>ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS</i>	252.204-7007
<i>REPRESENTATION OF USE OF CLOUD COMPUTING</i>	252.239-7009