General Terms and Conditions for Supply and Services Subcontracts

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

- 1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to the L-3 General Terms and Conditions for Supply and Services Subcontracts (Corp Form CC008), the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. In the event of a conflict between these FAR provisions and L-3 General Terms and Conditions for Supply and Services Subcontracts (Corp Form CC008, the FAR provisions shall control.
- 2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were in full text. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor", however, shall mean "Seller's Subcontractor" under this purchase order.
- 3. Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. 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.

A. APPLICABLE TO ALL ORDERS:

 Definitions Security Requirements Annual Representations and Certifications Personal Identify Verification of Contractor Personnel Service Contract Reporting Requirements (subject to FAR 4.1705) Service Contract Reporting Requirements for Indefinite Delivery Contracts (subject to FAR 4.1705) Material Requirements Alternatives to Government – Unique Standards Defense Priority and Allocation Requirements Contract Terms and Conditions Required to Implement Statutes or Executive Orders –
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11. Terms and Conditions – Simplified Acquisitions (other than Commercial items) 52.213-4
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13. Post –Award Small Business Program Representation 52.219-28
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17. Service Contract Labor Standards 52.222-41
18. Combating Trafficking in Persons 52.222-50
19. Employment Eligibility Verification 52.222-54
20. Minimum Wages Under Executive Order 13658 (in conjunction with FAR 52.222-41) 52.222-55
21. Hazardous Material Identification and Material Safety Data – "Government" means
"Government and Buyer" 52.223-3
22. Notice of Radioactive Materials 52.223-7
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25. IEEE 1680 Standard for the Environmental Assessment of personal Computer Products 52.223-16
26. Contractor Policy to Ban Text Messaging While Driving 52.223-18
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28. Buy American Act – Supplies 52.225-1
29. Buy American Act Certificate 52.225-2
30. Trade Agreement 52.225-5
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32. Duty-Free Entry 52.225-8
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34. Place of Manufacturer (applicable to solicitations) 52.225-18
35. Contractors Performing Private Security Functions Outside the United States 52.225-26
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39. Refund of Royalties 52.227-9

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40. Filing of Patent Applications – Classified Subject Matter 41. Patent Rights – Ownership by the Contractor 42. Rights in Data – General 43. Commercial Computer Software License 44. Workers Compensation and Wart–Hazard Insurance Overseas 45. Workers Compensation and Wart–Hazard Insurance Overseas 46. Insurance – Work on a Government Installation 47. Limitation on the Withholding of Payments 48. Progress Payments 49. Performance-based Payments 49. Performance-based Payments 50. Unenforcability of Unauthorized Obligations 50. Unenforcability of Unauthorized Obligations 51. Providing Accelerated Payments to Small Business Contractors (applicable only if included in L-3's terms and conditions with its customer) 52. Protest After Award 53. Applicable Law for Breach of Contract Claim 54. Industrial Resources Developed Under Defense Production Act Title III 55. Accident Prevention 56. Protection of Government Buildings, Equipment, and Vegetation 57. Privacy or Security Safeguards 58. Stop Work Order 59. Government Delay of Work 50. Changes – Fixed Price Contracts 51. Stop Work Order 52. 242-15 53. Government Delay of Work 50. Changes – Fixed Price Contracts 61. Competition in Subcontracting 62. Subcontracts for Commercial Items 63. Government Property (or Alt I or Alt II, the Buyer shall so specify. If the Buyer does not specify the requirement will default to the basic clause) 64. Government Property Installation Operation Services 65. Use and Charges 66. Preference for U.S. – Flag Air Carriers 67. Preference for Fivately Owned U.S. – Flag Commercial Vessels 68. Termination for Convenience of the Government (Fixed-Price) (Short Form) 52. 245-1 69. Computer Generated Form 60. Changer Fixed Price Optimized Free Trade Agreement – Israeli Trade Act (part (f) only) 60. Apputer Generated Form 61. Reporting Executive Compensation and First-Tier Subcontract Awards) 62. Contracts Act Contracts Act 63. Preference for Privately Owned U.S. – Flag Commercial Vessels 64. Free free form 65. Affirmative Action for Workers with Dis				
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9.	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act –	
	Construction Materials	52.225-21
10.	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American	
	Act – Construction Materials	52.225-22
11.	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act –	
	Construction Materials Under Trade Agreements	52.225-23
12.	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American	
	Act – Construction Materials Under Trade Agreements	52.225-24
13.	North Carolina State and Local Sales and Use Tax	52.229-2
	Prompt payment for construction contracts	52.232-27
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		Inspection of Construction Value Engineering	52.246-12 52.248-3
4.	The of therefore A. B.	IFICATIONS Iferor, by signing its offer, hereby certifies compliance with the following clauses and is, ore eligible for award. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions Certification for Federal Funding Accountability and Transparency Act (FFATA) Certification Regarding Responsibility Matters Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.203-11 52.204-10 52.209-5 52.209-6
	E. F. G. H. I. J. K. L.	Affirmative Action for workers with Disabilities Bio-based Product Certification Recovered Material Certification	52.222-18 52.222-22 52.222-25 52.222-36 52.223-1 52.223-4 52.225-20 52.225-25 52.230-1
5.		cable to all contracts that are funded in whole or in part by the American Recovery and vestment Act of 2009 ("Recovery Act"): Whistleblower Protections under the Recovery Act	52 203-15

6. ADDITIONAL CLAUSES

2. Audit and Records (Sealed Bidding)

COST ACCOUNTING STANDARDS (Applicable unless otherwise exempt)

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subject to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4(if applicable), 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing 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

52.214-26

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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 Cost and Pricing Data" from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.

.DISPUTES - GOVERNMENT CONTRACTS

Any reference to the "Disputes clause" in any applicable FAR Clause under paragraph 2 above shall mean this paragraph, Disputes – Government Contracts

- i. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (ii) below. All other disputes will be resolved under the Article entitled, "DISPUTES", as found in Corporate Form CC008 of the Subcontract.
- ii. 1. Notwithstanding any other provisions in this purchase order, 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 purchase order –provided that:
 - a. The Buyer notifies with reasonable promptness the Seller of such decision
 - b. 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
 - c. 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.
 - 2. Any decision upon such appeal, when final, shall be binding upon the Seller.
 - 3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.
 - 4. The Seller shall indemnify and save 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.
- iii. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.
- iv. Nothing in this clause nor any authorization or offer that may be made 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.

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As used in this clause, the word "appeal" means an appeal taken under the contract Disputes Act of 1978, as amended.