



Attachment A
STANDARD TERMS AND CONDITIONS FOR
FIRM-FIXED PRICE PURCHASE ORDERS
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STANDARD TERMS AND CONDITIONS FOR FIRM-FIXED PRICE PURCHASE ORDERS

The following clauses apply, as printed, to this contract, except to the extent they are specifically deleted, supplemented, or amended in the Schedule of the Purchase Order.

1. DEFINITIONS

For the purpose of this Subcontract / Purchase Order, the following definitions shall apply.

- a) *"Purchase Order"* means the terms and conditions stated in this Form and on the face of Buyer's Purchase Order form in which this Form P-125, Rev. 13 (July 2026), is referenced, as well as all schedules, blueprints, specifications, and other documents referred to in the terms and conditions or the Purchase Order.
- b) *"Buyer"* shall mean Rantec Microwave Systems, Inc.
- c) *"Seller"* shall mean the individual, partnership, corporation, organization, or association contracting with Buyer to provide the Item(s) defined in this Purchase Order.
- d) *"Subcontractor"* shall mean any individual, partnership, corporation, organization, or association contracting with Seller to provide any Item(s) defined in this Purchase Order or any part of this Purchase Order.
- e) *"Subcontract"* means Purchase Orders placed by Seller under this Purchase Order.
- f) *"Government"* shall mean the United States Government, including any of its departments or agencies.
- g) *"Item(s)"* shall mean any, service, work, hardware, component, part end item, supply, product identified in this Purchase Order to be supplied by Seller to Buyer.
- h) *"Prime Contract"* shall mean the Government Contract (identified in this order) under which this Purchase Order is issued.
- i) *"Technical Data"*, Unlimited Rights, Limited Rights, Government Purpose Rights, Restricted Rights, Computer Software, and Computer Software Documentation shall have the meanings assigned to those terms in the applicable version of DFARS 252.227-7013, DFARS 252.227-7014, DFARS 252.227-7015, DFARS 252.227-7018, and any successor clauses, as applicable.

2. ACCEPTANCE

This Purchase Order constitutes Buyer's offer to Seller upon terms and conditions stated in this Purchase Order, and it does not constitute an acceptance by Buyer of any offer to sell. Any reference in this Purchase Order to Seller's quotation or proposal does imply acceptance of any terms or conditions in that quotation or proposal. This Purchase Order shall become a binding contract when it is accepted either by the Seller's acknowledgment or performance.

This Purchase Order expressly limits acceptance of the terms and conditions stated in the Purchase Order. Any additional or different terms or conditions proposed by the Seller shall be of no effect nor under any circumstances be binding. Upon acceptance, this Purchase Order shall constitute the entire agreement between Buyer and Seller and shall supersede all previous communications, either written or oral, with respect to the subject matter of this Purchase Order.

Unless otherwise stated herein, this Purchase Order may not be altered or modified except in writing, duly executed by an authorized representative of Buyer and Seller.

3. DEBARMENT—SUSPENSION CERTIFICATION

"The Party's hereby certify that they are not listed by any Federal Agency as debarred, suspended or otherwise ineligible for any Government programs." In the event a Party's status changes during the performance of this Purchase Order, the respective Party shall immediately notify the other Party in writing of this change.

4. GOVERNMENT CONTRACTS

When the ordered items are for use in connection with a U.S. Government prime contract or subcontract, the following clauses set forth in the FAR as in effect on the date of this Purchase Order shall apply as required by the terms of the prime contract. Further, when ordered items are for use in connection with a U.S. Department of Defense prime contract or subcontract, the following clauses set forth in the DFARS as in effect on the date of this Purchase Order shall apply only to the extent required to be flowed down under applicable law, regulation, or the terms of the applicable prime contract (Refer to Government Supplement-FAR & DFARS Clauses). The applicable version of each clause shall be the version incorporated into the applicable prime contract or, if the applicable prime contract does not specify a version, the version in effect as of the date of this Purchase Order. In the event of a conflict between the FAR and DFARS clauses below and the other clauses of these Purchase Order Terms and Conditions, the applicable FAR or DFARS clause shall control to the extent necessary to satisfy the requirements of the applicable prime contract or subcontract. As used in the incorporated FAR and DFARS clauses, the terms 'Government,' 'Contracting Officer,' and 'Contractor' shall be interpreted as necessary to affect the intent of the clause. Where appropriate, 'Government' and 'Contracting Officer' shall mean Buyer, and 'Contractor' shall mean Supplier; 'Contract' means this Purchase Order unless the context requires otherwise; and 'Subcontract' means any lower-tier subcontract or purchase order issued by Supplier under this Purchase Order. Dollar thresholds referenced in incorporated FAR and DFARS clauses shall be interpreted consistently with applicable law and regulation.

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5. ORDER OF PRECEDENCE

In the event of an inconsistency in this Purchase Order, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (1) the Terms and Conditions on the face of the Purchase Order, (2) the specification, (3) drawings, samples, etc., (4) Statement of Work, and (5) the Standard Terms and Conditions (Form P-125, Rev 13 July 2026).

6. CHANGES

Buyer may at any time, by written notice to the Seller, and without notice to any sureties, make any change to the Purchase Order. If the Seller can show, as set forth below, that such changes cause an increase or decrease in the cost or delivery schedule, the Buyer shall make an equitable adjustment in the Purchase Order price, the delivery schedule, or both, and shall modify the Purchase Order in writing. In such circumstances, Seller must submit a proposal for adjustment within thirty (30) days after Seller's receipt of the written notice. However, the Buyer may receive and act upon the Seller's proposal at any time before final payment of the Purchase Order. If the Seller's proposal includes the cost of property made obsolete or excess by the change, the Buyer shall have the right to prescribe the manner of the disposition of the property. If the Buyer and Seller are unable to agree on any adjustment, the Seller shall continue performing the Purchase Order as modified by the Buyer. Any failure to reach agreement on an adjustment shall constitute a "dispute" under Article 23 of these Terms and Conditions.

Upon the Buyer and Seller reaching agreement on an adjustment, the Purchase Order shall be amended by a written modification executed by an authorized representative of the Buyer's Procurement Department and an authorized representative of the Seller. Such written modification shall constitute the parties' final and complete agreement with respect to the applicable change and shall represent the full and complete consideration for such change.

7. INSPECTION, ACCEPTANCE, AND APPROVALS

All items to be delivered under this Purchase Order shall, at all times and places, including the period of manufacture, be subject to inspection and test by Buyer and the Government. Buyer and the Government shall have access to all areas of Seller's premises in which work on this Purchase Order is being performed. Seller shall require its Subcontractors to provide Buyer and the Government with similar access to all areas of their premises where work under this Purchase Order is being performed. In connection with such access, Seller and Seller's Subcontractors shall provide all reasonable assistance to Buyer and the Government. Seller shall maintain complete inspection records and make them available to Buyer and the Government during performance of the Purchase Order and for a minimum of four (4) years after, unless a different

retention period is required by the Purchase Order. Buyer shall accept the Item(s) or notify Seller of their rejection within a reasonable time after receipt. Buyer may, at its option, require prompt replacement or correction of rejected Item(s) at Seller's expense and deduct the applicable costs from any amounts due Seller or make an equitable reduction in the price of this Purchase Order for the cost of repairing or replacing the rejected Item(s). The return to Seller of any rejected Item(s) and delivery to Buyer of any corrected or replaced Item(s) shall be at Seller's sole risk and expense. Seller shall also reimburse Buyer, or at Buyer's option, Buyer shall reduce the price of the Purchase Order or deduct from sums otherwise due Seller, for all costs incurred by Buyer in connection with Buyer's receiving, inspection and acceptance of the corrected or replaced Item(s) and in connection with Buyer's handling, repacking, and storage of rejected Item(s). Seller shall not resubmit rejected Item(s) to Buyer without prior written approval and instructions from Buyer. Seller shall clearly identify all resubmitted Item(s) as having been previously rejected by Buyer as Item(s) having been previously rejected by the Buyer. Seller shall establish and maintain a quality management system acceptable to Buyer and, when applicable, the Government.

8. WARRANTY

Seller warrants that each Item ordered to Buyer's specifications shall conform to those specifications and to all drawings, samples, models, or other descriptions furnished or approved by Buyer, or, if not ordered to specification, shall be fit for the intended purpose. Seller also warrants that each Item is merchantable, manufactured using good materials and workmanship, and free from design defects. Such warranties, together with Seller's service warranties and guarantees shall survive inspection, test, acceptance of, and payment for the Item(s) and shall run to Buyer, its successors, assigns, customers at any tier, and ultimate end users. Such warranties shall remain in effect for one (1) year following acceptance of the Item by the ultimate user, but in no event shall any warranty extend beyond three (3) years after Buyer's acceptance of the Item. At Buyer's option, Seller shall promptly:

- (i) returned to Seller for credit, or (ii) require prompt correction or replacement of Item(s) by Seller, or (iii) have the Item corrected or replaced by Buyer or a third party at Seller's expense and deduct such costs from any amounts otherwise due Seller or recover such costs directly from Seller. Seller shall bear all risk of loss and all costs associated with the return of rejected Items and the delivery of repaired or replacement Items. Seller shall not repair or replace any rejected Item without Buyer's prior written authorization. Any repaired or replacement Item furnished under this Clause shall be subject to all warranties contained herein and to the provisions of the "Inspection, Acceptance, and Approvals" clause to the same extent as the originally

delivered Item.

9. ANTI-KICKBACK ACT

This Contract is subject to the provisions of the Anti-Kickback Act of 1986, as codified at 41 U.S.C. chapter 87 (Kickbacks), and FAR 52.203-7, Anti-Kickback Procedures. FAR 52.203-7 is incorporated by reference appropriately modified to reflect that the term Contractor shall mean Seller. By accepting this Purchase Order, the Parties certify that neither Party, nor Party's employees, agents, representatives, nor any person acting on behalf of the Party has engaged in conduct prohibited by the Act relating to the Prime Contract, this Purchase Order or any subcontract under the Prime Contract. The Parties hereby indemnify, defends and holds harmless the other Party, its officers, employees and agents from any and all losses, costs, fees and damages resulting, directly or indirectly, in whole or in part, from any conduct in which the Party or Party's employees, agents or representatives have engaged and which is prohibited by the Act.

10. INVOICES

Seller shall submit invoices by email (1) copy for each shipment to Buyer. Federal, state and local taxes shall be shown separately on the invoices where they are applicable. Invoice shall reference this Purchase Order number and the line item against which the costs have been incurred.

Payment shall be made, for the purposes of discount periods, on the date Buyer's payment is mailed to Seller. Unless freight and other charges are itemized, any discount will be taken on the full amount of the invoice.

11. PAYMENT

Payment due dates, including discount periods, will be computed from either (i) the date of Buyer's receipt and acceptance, whether provisional or final, of the Item(s) or (ii) the date of Buyer's receipt of the correct invoice (whichever is later) on a Net 30 basis. The price or prices in this Purchase Order include all applicable federal, state and local taxes and will not be changed as the result of failure by Seller to include any applicable tax or any increase in Seller's tax liability. In the event taxes are repealed or rates are reduced, the Purchase Order price shall be reduced accordingly. Seller represents and warrants that the prices in this purchase order do not exceed those currently charged by Seller to any other customer purchasing the same items (s) under similar circumstances in like quantities. In like quantities, the Purchase Order shall be reduced accordingly.

12. SHIPMENTS

Shipments and/or deliveries of Item(s) shall be made by Seller in accordance with quantities and delivery schedule specified in this Purchase Order. If at any time it appears Seller will not meet schedule, Seller shall promptly notify Buyer in writing; and, if requested by Buyer, ship by air or expedited routing to avoid or

minimize delay. The added cost of shipping by air or expedited routing shall be borne by Seller. Buyer expressly retains all other rights or remedies provided by law for any breach of this Clause by Seller, and no action by Seller, and no action by Buyer, shall constitute a waiver of any such right or remedy. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on early deliveries until the scheduled delivery date.

13. SHIPMENTS IN EXCESS OF REQUIRED QUANTITIES

Seller is not authorized to ship Item(s) in excess of the quantities required in this Purchase Order. In the event Seller does ship quantities in excess of the quantities stipulated in this Purchase Order, Seller shall, within two days of such over shipment, notify Buyer and provide Buyer with written disposition instructions and full reimbursement for the costs of returning Item(s) (if requested), repacking (if requested), inspection, and accounting. Otherwise, Buyer shall have the absolute right, at no cost, to retain such Item(s) and title to such Item(s) shall vest in Buyer.

14. DELIVERY OF ITEMS

Unless otherwise specified, delivery shall be FOB Origin. Seller shall sufficiently package the items to protect them during transportation and storage.

15. BUYER-FURNISHED PROPERTY

The Buyer may, at its option, furnish the Seller with materials or supplies or equipment which are required for the performance of this Purchase Order. If the Buyer-furnished property was not originally contemplated in this Purchase Order, there shall be an equitable reduction in the price of the Item(s) prior to delivery of such materials, supplies or equipment to the Seller, or as soon as possible after such delivery. The Seller shall be responsible for integration of materials and supplies furnished to Seller in the Item(s) to be sold to Buyer under this Purchase Order. Seller shall keep all property furnished to it by Buyer segregated and clearly marked as the property of Buyer and shall maintain complete inventory of that property. Seller assumes all risk of loss or damage to such property while in Seller's custody or control and will immediately notify Buyer of loss, destruction or damage to such property. Seller shall also be liable for all losses to Buyer as a result of Seller's failure to furnish timely notice to Buyer of loss, destruction or damage to Buyer's property suffered in transit or prior to receipt by Seller. At Buyer's direction, Seller will deliver the property, to the extent not incorporated in delivered Item(s), to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.

If this Purchase Order includes special dies, molds, tools and/or patterns the price for which is stated separately in this Purchase Order, such dies, molds, tools or patterns shall become the property of Buyer at

the time that Seller manufactures them or obtains them. While such dies, molds, tools or patterns are in the custody or control of Seller, Seller shall maintain them in good condition at Seller's expense, Seller shall hold them at Seller's risk of loss or damage, and Seller shall not use them in connection with the production, manufacture, assembly or design of any item(s) other than the Item(s) of this Purchase Order. Seller shall return all such dies, molds, tools or patterns to Buyer upon Buyer's written request.

In the event of such a request, Seller shall deliver all such dies, molds, tools or patterns to Buyer FOB. Seller's plant and in the same conditions as originally produced and/or obtained by Seller, reasonable wear and tear excepted. Seller will immediately notify Buyer of loss, destruction or damage to any such dies, molds, tools or patterns.

16. BUYER'S RIGHTS IN INFORMATION

Buyer shall retain all rights in Technical Data furnished to Seller. All Technical Data or other information furnished by Buyer to Seller (in this Clause 14 such Technical Data and such other information shall be called "*Information*") shall remain the sole property of Buyer. Despite completion, conclusion, expiration or termination of this Purchase Order, Seller shall, except as otherwise provided in this Purchase Order, (i) hold in confidence and prevent disclosure of Information and (ii) not reproduce the Information and (iii) not use the Information except in the performance of this Purchase Order.

Seller shall be fully responsible for the care and protection of all Information until it is returned to Buyer. Seller shall return all such Information to Buyer upon Buyer's request and, in any event, upon completion of all work required, or the termination, cancellation or expiration of this Purchase Order. Seller may use such Information in connection with the manufacture of articles, products or things for direct sale by Seller to the Government to the extent the Government has the right to authorize such use by Seller and subject to these provisions and provided Seller shall (i) give Buyer prior written notice of each such proposed use, (ii) prominently identify, to the extent possible, each article, product or thing as being manufactured by Seller in the performance of orders for the Government, and (iii) make no claim against Buyer which arises out of use by Seller of such Information. Where Buyer's Information is furnished to Seller's suppliers for use in the performance of this Purchase Order, Seller shall insert the substance of this Clause in its orders to such suppliers.

17. CALIBRATION OF STANDARDS (GAGES, INSTRUMENTS AND TESTERS)

Unless specific intervals are stated elsewhere in this Purchase Order, all standards pertinent to this Purchase Order shall be calibrated at least once per year at Seller's expense against laboratory standards

established by the National Bureau of Standards of the United States.

18. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY

If Seller is responsible for the design of any of the Item(s) which are to be delivered under this contract, Seller agrees to indemnify and hold harmless Buyer, its successors, assigns, customers, and users of its products against any expense, loss or liability for any actual or alleged infringement of any patent, trademark or copyright arising from or related to the use, sale, manufacture or disposal of such Item(s). Upon receipt of timely notice of any claim or suits alleging such infringement, Seller agrees to defend Buyer, its successors, assigns, customers, and users of its products at Seller's expense.

19. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

- A. If the Contracting Officer determines under Buyer's Prime Contract that any price negotiated in connection with, or any cost reimbursable under, the Prime Contract was increased by any significant amount because (i) Seller or any of its actual or prospective subcontractors furnished certified cost or pricing data that were not complete, accurate, and current as certified in the Certificate of Current Cost or Pricing Data, and the Prime Contract price or any reimbursable cost under the Prime Contract is reduced pursuant to applicable law or regulation, then the price negotiated under this Purchase Order, including profit or fee, or any reimbursable cost hereunder, shall be equitably reduced to reflect such reduction. This Purchase Order shall be modified in writing to reflect the adjustment. After such reduction, Seller shall promptly reimburse Buyer for any excess amounts previously paid upon Buyer's demand.
- B. In the event of a price reduction under subparagraph A above, Seller shall be bound by the determination of the Contracting Officer, provided that Buyer shall have promptly notified Seller of the decision of the Contracting Officer reducing Buyer's Prime Contract price, and if timely requested by Seller, Buyer shall have appealed such decision in accordance with the "*Applicable Law and Disputes; Sponsored Appeals*" Clause 24 of this Purchase Order and shall have taken such further action as may be required under that Clause and this Clause 19.
- C. In addition to the remedies provided in subparagraphs A and B above, Seller agrees to indemnify and hold harmless the Buyer from any increased charges Buyer may have to reimburse the United States Government or a higher tier contractor by reason of Seller's or any of Seller's Subcontractors' failure to comply with any provision incorporated into this Purchase Order relating to cost or pricing data. Seller further agrees

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to indemnify the Buyer for any cost incurred by Buyer in defense of any defective pricing action brought by reason of Seller or Seller's Subcontractors' defective pricing. Notwithstanding the foregoing, the Buyer shall have no obligation to justify the data submitted by Seller provided it gives Seller an opportunity to do the same directly with Buyer's customer.

20. RIGHTS IN DATA AND INVENTIONS

If this Purchase Order is issued under a Prime Contract, the Government's rights to Technical Data will be governed by the applicable FAR and DFARS clauses incorporated herein, provided all Technical Data to be delivered by the Seller to the Buyer under this Purchase Order other than with Unlimited Rights must be identified as such in the Purchase Order. All Technical Data not so identified shall be delivered to the Buyer with Unlimited Rights. Unless otherwise stated in this Purchase Order, Buyer shall have full rights to use Technical Data delivered by Seller hereunder for any purposes.

Buyer shall own all right, title and interest in and to all inventions conceived or first actually reduced to practice and all copyrightable works created in performance of any work under this Purchase Order.

21. ACCOUNTS AND RECORDS

Seller shall maintain accounts and records showing and supporting all costs incurred under this Purchase Order using generally accepted accounting principles and practices. If this Purchase Order is issued under a Prime Contract where the Government requirements as to records and accounting are prescribed and are controlling, this Clause shall have no effect.

22. INVENTORY CONTROL

Seller will limit and phase expenditures, incurrence of costs, purchases and commitments for raw materials and components to ensure continuity of production and permit performance and completion of each production increment in sequence without creating any unreasonable accumulations of raw materials or components for any increment.

23. APPLICABLE LAW AND DISPUTES; SPONSORED APPEALS

- A. Any disputes arising under or in connection with this Purchase Order solely between Buyer and Seller which are not the subject of nor related to decisions issued by the Contracting Officer under the Prime Contract shall be governed by the laws of the State of California. Any litigation of such disputes, if commenced by Seller, shall be brought to a court of competent jurisdiction in the State of California.
- B. If any dispute arising under or in connection with this Purchase Order is the subject of or relates to a decision issued by the Contracting Officer under Buyer's Prime Contract "disputes" clause, the

decision, if binding upon Buyer, shall also be binding upon Seller. If Seller is affected by such decision, Buyer shall reasonably appeal the decision or to institute an action, pursuant to the Contract Disputes Act of 1978, as codified at 41 U.S.C. chapter 71 (Contract Disputes) (the "Disputes Act"), Buyer shall notify the Seller promptly. After receipt of such notice, if Seller submits a timely request to Buyer to appeal the decision or to institute an action, Buyer shall do so. If Buyer appeals against the decision or institutes an action, whether at its election or at Seller's request, any resulting decision, if binding upon Buyer under the Prime Contract, shall be binding upon Seller as it relates to this Purchase Order.

- (1) In the event an appeal or other Disputes Act action is taken or brought by Buyer, whether at Seller's request, Seller shall fully cooperate with Buyer in prosecuting the appeal or other action. Seller shall be afforded reasonable opportunity to participate in the prosecution of the appeal or action to the extent Seller's interest may be affected. To the extent requested by Buyer, Seller shall prosecute for Buyer and appeal for action taken or brought at Seller's request and, in such event, Buyer shall assist Seller in every reasonable manner. All costs and expenses incurred by Seller and Buyer in prosecuting any appeal or suit taken or brought at Seller's request shall be paid by Seller. Buyer and Seller shall in good faith consult with and assist each other in dealing with the Contracting Officer or other cognizant representatives of the Government on issues raised which could or have ripened into a dispute under the Disputes Act to extent they may affect Seller's interest.
- (2) If as a result of any decision or judgment that is binding upon Buyer, Buyer is unable to obtain reimbursement from the Government under the Prime Contract for, or is required to refund, credit, or pay to the Government for which Buyer has paid Seller, Seller shall promptly repay any such undisputed amount to Buyer.
- (3) The rights and obligations of this Clause shall survive final payment under this Purchase Order.
- (4) Seller shall indemnify and save Buyer harmless from any liabilities of any kind incurred by or imputed to Buyer under Contracts Disputes Act, Fraudulent Claims Section or other laws or associated regulations which may be applicable arising out of or resulting from any claim brought by Seller in the name of Buyer, if Seller is unable to support any part of his claim and it is determined that such liability is attributable to misrepresentation of fact or fraud on the part of the Seller. This provision shall not limit the remedies available to Buyer for the Seller's misrepresentation of fact or fraud but is in

addition to any other remedies available pursuant to law, regulation and conditions of this Purchase Order.

- C. Pending resolution of any dispute, Seller shall proceed with performance of this Purchase Order or as directed by Buyer in writing.

24. TERMINATION FOR CONVENIENCE

The Buyer, by written notice, may terminate this Purchase Order at any time, when termination for convenience is exercised by the Government for work performed by Seller. Upon receipt of a notice of termination, Seller shall comply with the applicable provisions of FAR Part 49, including FAR 49.104, unless otherwise directed by Buyer. For purposes of this provision, references in FAR Part 49 to the Termination Contracting Officer (TCO) shall be deemed to refer to Buyer. Any compensation due Seller shall be governed by FAR Part 49 in effect on the effective date of the Prime Contract. For a complete termination, Seller shall submit its final termination settlement proposal promptly, but in no event later than six months after the effective date of termination. The Seller shall maintain all records and documents relating to the terminated portion of this Purchase Order for three years after final settlement. This includes all books and other evidence bearing on the Seller's costs and expenses under this Purchase Order. The Seller shall make these records and documents available to the Government, at the Seller's offices, at all reasonable times, without any direct charge. Seller shall submit complete inventory schedules to the Government, reflecting inventory that is allocable to the terminated portion of the Purchase Order as required by FAR 49.206-3 within 120 days from the effective date of the termination.

25. TERMINATION FOR DEFAULT

- A. The Buyer may, subject to the provisions of subparagraph (c) below, by written notice to the Seller, terminate in whole or in part this Purchase Order in any one of the following circumstances:
- (1) If the Seller fails to make delivery of the Item(s) as specified in the Purchase Order or any extension of the Purchase Order, or
 - (2) If the Seller fails to perform any of the other provisions of this Purchase Order or so fails to make progress as to endanger performance of this Purchase Order, and in either of these two circumstances does not cure such failure within a period of 7 days (or longer period as may be authorized in writing by Buyer) after receipt of notice from the Buyer such failure.
- B. In the event the Buyer terminates this Purchase Order in whole or in part as provided in Section A or F of this Clause 19 the Buyer may procure Item(s) similar to those so terminated, and the Seller shall be liable to the Buyer for any excess costs for such Item(s) provided that the Seller shall continue the performance of this Purchase Order to the extent not terminated under the

provisions of this Clause 19.

- C. Except with respect to defaults of Subcontractors, the Seller shall not be liable for the excess costs referred to above in section (b) at any tier, if the failure to perform the Purchase Order is beyond control and without the fault or negligence of the Seller. Examples of which include acts of God, or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.
- If failure to perform is caused by the default of a Subcontractor of Seller at any tier, and if such default is beyond the control of both Seller and Subcontractor, and without the fault or negligence of either, the Seller shall not be liable for any excess costs for failure to perform unless, the material or labor to be furnished by Subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule.
- D. If this Purchase Order is terminated as provided in this Clause 19, subparagraphs A or F, the Buyer, in addition to any other rights provided in this Agreement and under law, may require Seller to transfer title and deliver to the Buyer or the Government, in the manner and to the Buyer or the Government, in the manner and to the extent directed by Buyer, (i) any completed Item(s), and partially completed Item(s), and (ii) materials, parts, tools, dies, jigs, fixtures, plans, drawings, information documents and contract rights that the Seller has specifically produced or acquired for the performance of the part of this Purchase Order hereafter collectively called "Manufacturing Materials" in this Clause 19. The Seller shall protect and preserve property in the possession of Seller in which Buyer or the Government has an interest.
- The Buyer shall pay the Seller for completed item(s) delivered to and accepted by Buyer at the Purchase Order price less profit. Payment for partially completed Item(s) and Manufacturing Materials delivered to and accepted by the Buyer and, for the protection and preservation of property shall be an amount mutually agreed upon. The Buyer may withhold from amounts due the Seller for such sum as the Buyer determines to be necessary to protect the Buyer or the Government against loss because of outstanding liens, claims of former lien holders or otherwise resulting from Seller's default.
- E. If, after notice of termination of this Purchase Order under the provisions of this Clause 19, it is determined for any reason that the Seller was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Clause 17 of this Purchase Order.
- F. **Other Terminations.** If Seller files a petition in bankruptcy or for a receiver for all or any substantial portion of its property and assets, or if such petition shall be filed against it and shall not

be dismissed within thirty (30) days from its filing, or if Seller shall make a general assignment for the benefit of its creditors, or if Seller shall otherwise be subject to any bankruptcy type procedure affecting any substantial portion of its assets, Buyer shall have the right to terminate this Purchase Order for default by written notice to the Seller specifying the date of termination.

26. STOP WORK ORDERS

Buyer may, by written order, if directed by the Government customer, suspend all or part of the work to be performed under this Purchase Order for any period not to exceed ninety days. Upon receipt of the order, Seller shall immediately comply with its terms and take all reasonable steps to minimize costs allocable to work covered by the order during the period of work stoppage. Within the suspension period, or any extension to the suspension period agreed by the parties, Buyer shall either (a) cancel the suspension, or (b) terminate the work covered by the suspension in accordance with Clause 18 of this Purchase Order, as appropriate. Seller shall resume work whenever a suspension is canceled or expires. The Buyer shall make an equitable adjustment in the delivery schedule and Purchase Order price, and the Purchase Order shall be modified accordingly.

27. LABOR DISPUTES

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this purchase order, Seller shall immediately notify Buyer including all relevant information, to Buyer.

28. RELEASES VOID

Buyer and the Government's representatives shall not be required to waive or release any rights in connection with any visits to Seller's premises or the premises of any of Seller's Subcontractor. Seller agrees that no such waiver or release shall be pleaded by Seller or any third person in any action proceeding. Seller agrees to maintain adequate insurance to indemnify Buyer for any damages to Buyer's employees, officers, or agents visiting Seller's premises and further agrees to hold Buyer and/or the Government harmless for any damage to Seller or its premises that may result from Buyer's and/or the Government's employees, officers, or agents visiting the Seller's premises despite the fact such damage arose from acts of ordinary negligence of such officers, employees, or agents.

29. COPYRIGHT

Seller grants to Buyer an irrevocable, royalty-free, non-exclusive license to reproduce or otherwise use all copyrighted or copyrightable material furnished under this Purchase Order.

30. REMEDIES

The rights and remedies of the Parties provided in this Purchase Order shall not be exclusive and are in addition to any other rights and remedies provided

by law.

31. RELIANCE

Seller acknowledges that Seller is, and Buyer relies upon Seller as, an expert, fully competent in all phases involved in performance of this Purchase Order. In this context, Seller agrees that it will not deny any responsibility or obligation to Buyer on the grounds that any such phase was originated or accomplished by Buyer. Seller shall be responsible for the Item(s) as though all phases were originated and accomplished by Seller. More specifically and without limiting the above, Buyer, in originating, furnishing, or approving any specification, drawing, plan, change, schedule, other document, portion of any document, test part, or test report, or in releasing any Item(s) for production, neither accepts responsibility for nor relieves Seller from its obligation to perform all terms and conditions of this Purchase Order and related documents. Any such acts by Buyer shall not modify, impair, or abrogate any rights of Buyer under this Purchase Order.

32. PROPERTY RELEASE

The Buyer shall not be under any obligation to rehabilitate or restore or to pay the cost to rehabilitate or restore the Seller's plant or any portion of the Seller's plant affected by the abandonment or removal of any of the Buyer's and/or the Government's property.

33. INDEMNIFICATION PROVISIONS

A. Seller shall indemnify and hold harmless the Buyer, its subsidiaries, and their directors, officers, employees and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of property damage, personal injury or death (including without limitation injury to or death of employees of Seller or its subcontractor) to the extent such liabilities, claims, suits, judgments, liens, awards and damages directly result from the sole performance under this Agreement by Seller or any of its subcontractor, including, without limitation, the provision of services, personnel, facilities, equipment, support, or supervision. The foregoing indemnity shall apply only to the extent of the gross negligence of Seller, its subcontractors or their respective employees. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to or provided by Seller or any subcontractor in no event shall Seller be liable to Buyer or any party claiming through Buyer for any indirect, special, consequential, exemplary or punitive damages (including but not limited to loss of profits). The remedies identified herein shall be in lieu of any other remedy available to Buyer in law or equity and shall be the exhaustive remedy available to Buyer. An indemnity claim must be made in writing to Seller within one (1) year following final acceptance.

34. DELAYS

In the event that Buyer elects not to terminate this Purchase Order pursuant to its rights under the Clause entitled "*Termination for Default*", Seller agrees that such election does not relieve Seller from liability for any damages that may inure to Buyer, and any assistance given by Buyer to Seller shall not release Seller from the faithful performance of this Purchase Order or result in any claim from Seller against Buyer.

35. SAFETY AND HEALTH

All Item(s) supplied under this Purchase Order shall be certified by the Seller to be in compliance with the requirements and standards of the Occupational Safety and Health Act of 1970 as amended. In addition, where required, hazardous material data sheets will be supplied on all applicable Items(s). Failure of Buyer to contest a citation resulting from such noncompliance of such Item(s) will not relieve the Seller of liability under this Clause.

36. PACKING

All Item(s) are to be packed in suitable containers for protection during shipment and storage, and in accordance with the Government or Buyer's specifications if applicable. Each container shall be marked with Buyer's Purchase Order number. Each container of a multiple container shipment shall be identified (i) to show the number of the container and the total number of containers in the shipment, and (ii) the number of the container in which the packing sheet has been enclosed. All shipments by Seller or his lower-tier Subcontractors must include packing sheets containing Buyer's Purchase Order number, quantity, part number/size and description of the Item(s) shipped. Material for different Purchase Orders shall be listed on separate packing sheets. No separate or additional charge shall be imposed on or paid by buyer for containers, crating, boxing, bundling, dunnage, drayage or storage unless specifically stated in this Purchase Order.

37. UNIQUE GOODS

It is agreed between the parties that the Item(s) to be delivered under this Purchase Order constitute "**unique goods**" within the meaning of **Section 2-716 of the Uniform Commercial Code**, as adopted in the applicable jurisdiction.

38. SHIPPING INSTRUCTIONS

Shipments must be made as specified in the Purchase Order unless subsequently stated otherwise in writing by Buyer.

39. COMPLIANCE WITH LAWS

In the performance of this Purchase Order, Seller shall comply with the provisions of all applicable federal, state and local laws, regulations, rules and ordinances from which liability may accrue to Buyer from any violation by Seller.

40. ASSIGNMENTS

This Purchase Order, any portion of, any duty or right, or any claim arising from this Purchase Order shall not be assigned by Seller without the prior written consent of Buyer which will not be unreasonably withheld. This Purchase Order may not be assigned by operation of law or a merger or judicial sale or otherwise, without the prior written consent of Buyer. Any unauthorized assignment by Seller shall be a material breach of this Agreement. A name change shall not be considered an assignment.

41. PUBLICITY

The Seller shall not make either written or oral news releases, public announcements, denials, confirmations or disclosures of any information relating to this Purchase Order without the prior written consent of Buyer.

42. WAIVERS

Failure of Buyer to insist on performance of any of the terms, conditions or requirements of this Purchase Order shall not be construed as a waiver and shall not affect the right of Buyer to enforce each and every term, condition or requirement.

43. SERVICE OF PROCESS/JURISDICTION

Seller hereby appoints and designates the Secretary of the State of California as its agent to receive legal process, and Seller hereby consents to "*in persona*" jurisdiction of the courts of the State of California.

44. SEVERABILITY

If any provision of this Purchase Order is subsequently held to be invalid, illegal, or unenforceable, that provision shall automatically be deleted from this Purchase Order. However, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

45. ACCEPTANCE OF THIS PURCHASE ORDER

Acceptance of this order is limited to the terms and conditions stated herein. Any additions, deletions, or differences in the terms proposed by the Seller are objected to and hereby rejected unless Buyer states otherwise in writing.

46. WARRANTY OF PRICES

Seller warrants that the unit price of each Item(s) covered hereby are the lowest currently (within the previous six months) charged by Seller to any other customer purchasing the same Item(s) in similar quantities under similar conditions. The Seller agrees to reimburse buyer promptly the amount of the difference between the lower price charged to any other customer and the price charged buyer hereunder.

47. PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

Seller shall reimburse Buyer for any and all profit or fee amounts paid to or otherwise recovered by the Government or higher tier contractor pursuant to paragraph (C) of FAR 52.203-10 arising out of or resulting from any act or omission constituting a violation or alleged violation of 41 U.S.C. §§ 2102 or 2103, as implemented by FAR Subpart 3.104, by Seller or any director, officer, employee, agent, representative, consultant, or subcontractor at any tier. The term "*Prime Contractor*" as used in paragraph (C) or FAR 52.203-10 shall mean Buyer or higher tier contractor. The rights and remedies in this clause are not exclusive but are in addition to any other rights and remedies provided by law or under this Purchase Order.

48. SUBCONTRACTING

None of the work to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer. Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent.

49. OZONE DEPLETING SUBSTANCES

By commencing work under this Purchase Order, Seller hereby certifies that it will comply with the labeling requirements of 40 CFR Part 82 Protection of Stratospheric Ozone; Labeling established by the Environmental Protection Agency.

50. CONFLICT MINERALS

Seller recognizes, in relation to the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "*Act*"), the risks associated with sourcing "*Conflict Minerals*" (tin, tantalum, tungsten and gold) from the Democratic Republic of the Congo and adjoining countries. To the extent required herein, Seller commits to comply with the Act. If requested by the Buyer, Seller shall (1) complete the reasonable country of origin inquiry (RCOI) of Conflict Minerals; and (2) perform reasonable due diligence of its supply chain to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support human rights violations. Seller shall take all other measures, as are necessary to comply with the Act, its regulations and amendments, as applicable.

Government Supplement Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation (DFARS) Flow-Down Provisions for U.S. Government and Department of Defense Contracts Clauses

When the materials, products, or services provided under this Purchase Order are furnished in support of a U.S. Government Prime Contract or subcontract, including contracts or subcontracts with the U.S. Department of Defense (DoD), the applicable Federal Acquisition Regulation (FAR) and, where applicable, Defense Federal Acquisition Regulation Supplement (DFARS) clauses identified below are incorporated into this Purchase Order by reference or in full text, as applicable, with the same force and effect as if fully set forth herein. These clauses apply only to the extent required by the terms of the applicable Prime Contract or higher-tier subcontract and by applicable law or regulation. The full text of FAR and DFARS provisions and clauses is available electronically at: <https://www.acquisition.gov/far/>

FAR	Title of Clause	FAR	Title of Clause
15.001		52.223-3	Hazardous Material Identification and Material Safety Data
52.202-1	Definitions	52.223-6	Drug-Free Workplace
52.202-3	Gratuities	52.223-7	Notice of Radioactive Materials
52.203-5	Covenant Against Contingent Fees	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
52.203-6	Restriction on Subcontractor Sales to the Government	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.203-7	Anti-Kickback Procedures	52.224-2	Privacy Act
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.225-1	Buy American-Supplies
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	52.225-5	Trade Agreements
52.203-13	Contractor Code of Business Ethics and Conduct	52.225-8	Duty Free Entry
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	52.225-13	Restrictions on Certain Foreign Purchases
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	52.225-14	Inconsistency between English Version and Translation of Contract
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.227-1	Authorization and Consent
52.204-2	Security Requirements	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.204-10	Reporting Executive Compensation & First-Tier Subcontract Awards	52.227-11	Patent Rights - Ownership by the Contractor
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	52.227-13	Patent Rights - Ownership by the Government
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities	52.227-14	Rights in Data - General
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	52.227-15	Representation of Limited Rights Data and Restricted Computer Software
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	52.228-7	Insurance - Liability to Third Persons
52.211-5	Material Requirements	52.229-3	Federal, State, and Local Taxes
52.211-15	Defense Priority and Allocation Requirements	52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)
52.215-2	Audit and Records Negotiation	52.230-1	Cost Accounting Standards Notices and Certification
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications	52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns
52.215-12	Subcontractor Certified Cost or Pricing Data	52.230-6	Administration of Cost Accounting Standards
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications	52.232-11	Extras
52.215-14	Integrity of Unit Prices	52.232-16	Progress Payments
52.215-19	Notification of Ownership Changes	52.232.40	Providing Accelerated Payments to Small Business Subcontractors
52.215-20	Requirement for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	52.234-1	Industrial Resources Developed Under Title III, Defense Production Act
52.215-21	Requirement for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	52.236-13	Accident Prevention
52.219-8	Utilization of Small Business Concerns	52.236-14	Availability and Use of Utility Services
52.219-9	Small Business Subcontracting Plan	52.242-14	Suspension of Work
52.219-16	Liquidated Damages - Subcontracting Plan	52.242-15	Stop Work Order
52.222-1	Notice to the Government of Labor Disputes	52.244-2	Subcontracts
52.222-2	Payment for Overtime Premiums	52.244-5	Competition in Subcontracting
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	52.244-6	Subcontracts for Commercial Products and Services
52.222-19	Child Labor-Cooperation with Authorities and Remedies	52.245-1	Government Property
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	52.245-2	Government Property Installation Operation Services
52.222-21	Prohibition of Segregated Facilities	52.245-9	Use and Charges
52.222-22	Previous Contracts and Compliance Reports	52.246-1	Contractor Inspection Requirements
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	52.246-2	Inspection of Supplies - Fixed Price
52.222-25	Affirmative Action Compliance	52.246-4	Inspection of Services - Fixed Price
52.222-26	Equal Opportunity	52.246-11	Higher-Level Contract Quality Requirement
52.222-35	Equal Opportunity for Veterans	52.246-23	Limitation of Liability
52.222-36	Equal Opportunity for Workers with Disabilities	52.247-34	F.o.b Destination
52.222-37	Employment Reports on Veterans	52.248-1	Value Engineering
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	52.249-2	Termination for Convenience of the Government (Fixed Price)
52.222-50	Combating Trafficking in Persons	52.251-1	Government Supply Sources
52.222-54	Employment Eligibility Verification	52.252-2	Clauses Incorporated by Reference

DFARS	TITLE OF CLAUSES
252.201-7000	Contracting Officer's Representative
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	Agency Office of the Inspector General
252.203-7005	Representation Relating to Compensation of Former DoD Officials
252.203-7004	Display of Hotline Posters
252.204-7000	Disclosure of Information
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Cover Defense Information and Cyber Incident Reporting
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7019	Notice of NIST SP 800-171 DoD Assesment Requirements
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.204.7021	Cybersecurity Maturity Model Certification Requirements
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.209-7009	Organizational Conflict of Interest—Major Defense Acquisition Program
252.215-7002	Cost Estimation System Requirements
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
252.219.7003	Small Business Subcontracting Plan (Dod Contracts)
252.219.7003	Small Business Subcontracting Plan (Dod Contracts) Alternate I
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7001	Hazard Warning Labels
252.223-7004	Drug-Free Work Force
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7000	Buy American - Balance of Payments Program Certificate
252.225-7001	Buy American and Balance of Payments Program
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225.7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225.7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry
252.225-7016	Restriction on Acquisition of ball and roller bearings
252.225-7021	Trade Agreements
252.225-7025	Restriction on Acquisition of Forgings
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7048	Export-Controlled Items
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region—Representation
252.226.7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7015	Technical Data - Commercial Products and Commercial Services
252.227-7016	Rights in Bid or Proposal Information
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7019	Validation of Asserted Restrictions - Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7030	Technical Data—Withholding of Payment
252.227-7037	Validation of Asserted Restrictions on Technical Data
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business)
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and space Launch Vehicles
252.231-7000	Supplemental Cost Principles
252.239-7000	Protection Against Compromising Emanations
252.239-7001	Information Assurance Contractor Training and Certification
252.239-7018	Supply Chain Risk
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Products or Commercial Services
252.246-7001	Warranty of Data-Basic
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.249-7002	Notification of Anticipated Contract Termination or Reduction
252.251-7000	Ordering From Government Supply Sources